



सेन्ट्रल बैंक ऑफ़ इंडिया  
Central Bank of India

1911 से आपके लिए "केन्द्रित" "CENTRAL" TO YOU SINCE 1911

RFP for Augment/Refresh of Network and Security Equipment at  
DC, DRC and Bank Offices  
Central Bank of India – Tender No – GEM/2025/B/5880343



**Central Bank of India**  
**Department of Information Technology**  
1<sup>st</sup> Floor, Plot no-26, Sector-11  
CBD Belapur, Navi Mumbai-400614

**Request for Proposal (Bid) Document**  
**For**

**Augment/ Refresh of Network and Security Equipment at DC,  
DRC and Bank Offices**

**Bid Number: GEM/2025/B/5880343**

**28 Jan 2025**



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## Disclaimer

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

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

## List of Abbreviations

Following terms are used in the document interchangeably to mean:

Abbreviations	Description
“Bidder”	Single point of contact appointed by the Bank for procurement and supply of the equipment based on the Bill of Materials shared by the Bank.
“CBS”	Core Banking Solution
“CO”	Central Office
AAA	Authentication, Authorization and Accounting framework in Networking
AES	Advanced Encryption Standard
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
Bank/CBoI	Central Bank of India
BFSI	Banking Financial Services and Insurance
BG	Bank Guarantee
Bidder / Service Provider / System Integrator	An eligible entity/ firm submitting a Proposal/ Bid in response to this RFP.
BOM	Bill of Material
CBI	Central Bank of India
CBS	Core Banking Solution
CGST	Central Goods and Service Tax
CO	Central Office
CPU	Central Processing Unit
CVC	Central Vigilance Commission
DC	Data Centre of the Bank which is located at Central Office, Belapur, Mumbai
DIT	Department of Information Technology
DMZ	Demilitarized Zone
DNS	Domain Name Server
DRC	Disaster Recovery Centre which is located in Hyderabad
EMD	Earnest Money Deposit
EMS	Enterprise Management System
FPS	Flows Per Second
GbE/GigE/Gbps	Gigabit Per Second
GoI	Government of India
GST	Goods and Service Tax
HA	High Availability
HDD	Hard Disk Drive
HO	Head Office
IEM	Independent External Monitor
INR	Indian National Rupee
IP	Internet Protocol
IPS	Intrusion Prevention System
IT	Information Technology
LAN	Local Area Network



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Abbreviations	Description
LOI	Letter of Intent
Mbps	Megabits Per Second
MPLS	Multi-Protocol Label Switching
MPPS	Million Packets per Second
MSE	Micro, Small Enterprises
MTBF	Mean Time before Failure
NDA	Non-Disclosure Agreement
NMS	Network Management System
NOC	Network Operating Control
NS	Offices located at Navi Mumbai
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
Primary Site	Primary Site – Mumbai
Project Cost	Project cost would be Licensing Cost / Initial cost / Onetime cost / Fees / Development Cost / Installation cost / Implementation and Commissioning cost / Integration cost with Existing systems / Training cost / Technical assistance / Total Cost of Ownership (TCO).
Proposal / Bid	The Bidder's written reply or submission in response to this RFP.
PSB	Public Sector Bank
PSU	Public Sector Undertaking
RF	Radio Frequency
RFP	Request for Proposal
RMA	Return Material Authorization
RO	Regional Office
RPO	Recovery Point Objective
RTO	Recovery Time Objective
Secondary Site	Secondary Site – Hyderabad
SIEM	Security Information and event Management
SLA	Service Level Agreement
SMTP	Simple Mail Transfer Protocol
SOAR	Security Orchestration Automation and Response
Solution / Services / Work / System	"Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as supply, deployment, installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other regulatory obligation of the Supplier covered under the RFP.
SoW	Scope of Work
SPOC	Single Point of Contact
SSD	Solid State Drive
SSL	Secure Sockets Layer
Supplier / Contractor / Vendor	Selected Bidder / Service Provider / System Integrator under this RFP.



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Abbreviations	Description
T&C	Terms & Conditions
Tbps	Terabits per second
TCO	Total Cost of Ownership
TCP	Transmission Control Protocol
TOR	Top of Rack
UAT	User Acceptance Test
VPN	Virtual Private Network
VSAT	Very Small Aperture Terminal
WAN	Wide Area Network
ZO	Zonal Office



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## 1. Invitation for Tender Offers

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4617 plus branches spread across India, intends for Augmentation / Refresh of Network and Security equipment's at DC, DRC and Branches.

Bank invites online Tender offers (Technical Offer and Commercial offer) from eligible Bidders for Augmentation / Refresh of Network and Security equipment's at DC, DRC and Branches for a period of 5 (Five) years.

Important details related to Tender Process are given below:

Tender Particulars	Important Details
Tender Reference Number	GEM/2025/B/5880343
Date of Issue of RFP	28/01/2025
Earnest Money Deposit (EMD) / Bid Security	₹1,40,00,000/- (Rupees One Crore Forty Lakh Only) in the form of Bank Guarantee issued by a Scheduled Bank other than Central Bank of India for the entire period of Bid validity (120 days) plus 3 months or by means of Banker's Cheque / Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2025/B/5880343 in favor of "Central Bank Of India" and payable at Mumbai.
E-mail IDs for sending written queries and Last Date for submission of queries before Pre-bid Meeting	nwsecurity@centralbank.co.in smitpurchase@centralbank.co.in cmnetwork@centralbank.co.in agmitd@centralbank.co.in, Latest by - 03/02/2025 up to 17:00 hrs
Date and Time for Offline / online Pre-Bid Meeting.	04/02/2025 15:00 hrs Conference Number or link for online Pre-Bid Meeting shall be shared separately.
Pre-Bid Meeting details	Pre bid meeting will be held offline/ online, which will be intimated later to the participating bidders.
Last Date and Time for submission of RFP responses.	21/02/2025 up to 15:00 hrs
Mode of bid submission	Government e Marketplace (GeM)
Date & Time of Opening of Technical Bids.	21/02/2025 at 15:30 hrs
Response Types	1. Technical Bid + Bid Security

Tender Particulars	Important Details
	2. Commercial Bid
Address for Communication	Chief Manager-IT (NETWORK) Central Bank of India Department of IT (DIT), 2nd Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614 Email address: smitpurchase@centralbank.co.in nwsecurity@centralbank.co.in, cmnetwork@centralbank.co.in
Place of Submission / Opening Tender Offers:	Central Bank of India Department of IT (DIT), 1st Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614
Contact Telephone Numbers	022- 27582389/27582335/27582355

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

SNo.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exemption certificate of MSE by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated email ID within stipulated time as mentioned. Thereafter no request / query will be entertained. The service level agreement with the successful bidder will be part and parcel of the RFP document. Therefore please note and ensure that all such queries are to be raised within stipulated timelines as mentioned in the RFP.

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

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

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

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

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

## 2. Eligibility Criteria

The Bidder must fulfil following eligibility criteria:

Sr.	Eligibility of the bidder	Documents to be submitted
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office.	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder.
2	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate.
3	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN
4	The bidder must have average Annual turnover of minimum ₹300 Crores in IT business from India operations only in the last three financial years (i.e. 2021-22, 2022-23, and 2023-24) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.
5	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2021-22, 2022-23, and 2023-24) and in case of operating loss; bidder should provide security amount of 20% of Contract value for Contracted period in the form of Bank Guarantee, over and above 10% of Regular Bank Guarantee for Performance.	Copy of audited balance sheet and Certificate of the Chartered Accountant for preceding three FY. Bidder has to submit undertaking to provide security amount of 20% of Contract value for Contracted period in the form of Bank Guarantee, over and above 10% of Regular Bank Guarantee for Performance in case of operating loss.
6	The bidder should have a positive net worth in two out of last three financial (i.e. 2021-22, 2022-23, and 2023-24)	Copy of audited balance sheet and Certificate of the Chartered Accountant for last three FY.
7	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.	Copy of Purchase Order OR Credential letter Copy of Sign off document OR Copy of Sign off document.
8	Bidder should have support Centers at Mumbai and Hyderabad. In case support office of the bidder is not present in these Sites, then an undertaking is to be provided by the bidder stating that direct onsite support would be provided by the bidder without any additional cost to the Bank at above mentioned Sites, whenever desired by the	Submit the self-declaration on Company's letter head

	Bank. However, Bidder has to submit list of support offices available in Mumbai and Hyderabad in Annexure-20 of RFP.	
9	Bidder should not have filed for bankruptcy in any country including India.	Submit the self-declaration on Company's letter head
10	At the time of bidding, the Bidder/OEM should not have been blacklisted / debarred by any Government offices / IBA / RBI / PSU / PSE / or Banks, Financial institutes for any reason or non-implementation / delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the self-declaration on Company's letter head
11	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	Submit the self-declaration on Company's letter head
12	Bidder/OEM should not have <ul style="list-style-type: none"> <li>• NPA with any Bank in India / financial institutions.</li> <li>• Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank.</li> </ul>	Submit the self-declaration on Company's letter head
13	Bidder must provide confirmation 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 have not participated in the bid process.	Submit the self-declaration on Company's letter head
<b>OEM Eligibility Criteria</b>		
14	Each proposed OEM product Series /Solution should have been implemented in at least Two PSU/ Scheduled Commercial Bank having 1000 office/Branches in India in last 5 years.	Copy of Purchase Order OR Credential letter OR Copy of Sign off document

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

If case of unaudited Balance Sheet for FY 2023-24, Bidder needs to submit Provisional Balance Sheet along with copy of CA Certificate for FY 2023-24.

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

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. In-case of corporate restructuring (merger/demerger) the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered by Bank for any eligibility assessment.
3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
4. Bidder must provide credential letter or installation sign off document.
5. Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
6. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
  - b. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.*

### 3. Earnest Money Deposit (EMD) / Bid Security

Prospective bidders are required to submit the Demand Draft drawn in favor of "Central Bank of India" payable at Mumbai/Navi Mumbai, towards EMD / Bid Security of ₹1,40,00,000/- (Rupees One Crore Forty Lakh Only). The Bank may accept bank guarantee in lieu of Bid Security for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial bank in India (Annexure-13). The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT/RTGS in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with the narration of RFP Reference No.

#### **The EMD / Bid Security shall be liable to be forfeited:**

- a) if a Bidder withdraws its tender during the period of tender validity specified by the Bidder; or
- b) if the Bidder does not accept the correction of its Tender Price; or
- c) if the successful Bidder fails within the specified time to:
  - i. Sign the Contract; or
  - ii. Furnish the required security deposit.
- d) The EMD / Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of bidding, the EMD / Bid Security shall be in the names of all future partners as named in the letter of intent.
- e) The EMD / Bid Security will be refunded to The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) as per Sr no.4.



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- f) The EMD / Bid Security of unsuccessful Bidders shall be returned as promptly as possible after completion of bidding process.

#### 4. Performance Bank Guarantee

- i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in Annexure 12, for 5 % of the total project cost valid for 66 months, (5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- iii. Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.
- iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- v. In the event of delays by Successful Bidder in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

#### 5. Cost of Bidding

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

#### 6. Manufacturer's Authorization Form

Bidders must submit a letter of authority from their manufacturers in Annexure 9 that they have been authorized to quote OEM Product.

#### 7. Scope of Work

Central Bank of India intends to augment / refresh the network and security equipment at DC, DRC and Offices :

- Data Centre (DC) of the Bank is in Navi Mumbai. Disaster Recovery Centre (DRC) is located at Hyderabad.



- The Bank has envisaged the augment / refresh required on the network and security equipment & buyback details and the same have been provided in Annexure 1: Bill of Materials. The Bidder is required to quote the network and security equipment and related software, listed in Annexure 2: Technical Specifications.
- Procurement of the network and security equipment mentioned in the RFP will be at Bank's discretion and Bank may not procure all the items mentioned in the RFP. Also, Bank may ask for staggered delivery of some of the network and security equipment mentioned in the RFP. Details of the same would be shared with the successful Bidder at a later stage.
- Bidder shall provide the details of each individual proposed equipment along with the Hardware & Software proposed, in Annexure 1: Bill of Materials.
- Bank will confirm the delivery dates for each component separately after issuing the purchase order. Delivery timelines will start from the date of confirmation of each component by the bank.
- Bidder is also required to carry out activities given in the following table

Sr. No.	Activity	Remarks
1.	Physical delivery of network and security equipment as per Annexure 1: Bill of Materials.	Bidder must supply and deliver the network and security equipment mentioned in Annexure 1: Bill of Materials at the Bank's site.
2.	Installation & configuration of network and security equipment to suit the requirements.	<p>Bidder is required to install and configure the equipment provided by the OEM/s. Thus, Bidder is required to unpack, assemble, mount, and boot the equipment and install the necessary service packs, patches, and fixes to the Operating System, set up and configure the equipment. Compatibility issues of subsystems with OS, respective drivers, firmware, any other cards to be installed, if required, are to be resolved by Bidder.</p> <p>Bidder should supply, install, configure, migrate the network and security equipment and also need to maintain the equipment till the contract period. Bank's existing System Integrator and the Bank will conduct the acceptance test and verify that the installation complies with the configuration and relevant setting provided by the Bank's existing System Integrator.</p>
3.	Provide warranty and AMC/ATS support for the tenure of the contract	<p>Bidder will be responsible to provide the following to meet the Service Levels defined in this RFP till the Contract period Onsite comprehensive warranty from OEM,</p> <ul style="list-style-type: none"><li>• AMC/ATS from the OEM</li><li>• Arrange Onsite OEM professional services for the entire implementation of Firewall with APT,WAF and WAF Manager at DC and DRC.</li><li>• Arrange back-to-back support from the respective OEM.</li></ul>
		In Case of RMA, its bidders responsibility to replace the equipment as per SLA and to return the faulty equipment to the OEM warehouse at no extra cost to the Bank within 30 days after replacement of the faulty device during the tenure of the contract. Bank should not be held liable for any kind of damages to the faulty device once it is replaced/removed.



- Bidder should also take adequate care to avoid quoting network equipment going End-of -sale within 6 months of date of supply of the equipment to the Bank. If the supplied equipment is declared End of sale within 6 months of supply, then bidder need to replace the same with the equivalent or higher equipment within a period of 3 months from the date of notification.
- Bidder should ensure that proposed network and security equipment should not go End-of-Support within 7 years from the date of the Purchase Order.
- The Bidder must supply, install, configure, and provide subsequent comprehensive on-site warranty/AMC/ATS for the network and security equipment as per the Bill of Materials shared by the Bank and the proposed solutions (Hardware, Software, etc.). The delivery plan must be synchronized with the project delivery timelines of the Bank.
- No remote access will be provided for any issues. Bidders are required to provide onsite resources in Belapur for entire implementation period.
- The Bank expects to protect the investment already made on the network equipment. The Bidder is required to buy back this equipment and detail out the buyback price in their commercial offer.
- Bidder is also required to provide skilled resources (Certified by proposed OEM) that may be required for the successful completion of the project.
- The network equipment should be provided with 3 years of on-site comprehensive warranty which will start from the date of acceptance of network and security equipment. Subsequently, Bidder shall provide the AMC support for the remaining two Years post warranty period. Bidder is required to co-ordinate with Bank's existing System Integrator for monitoring and troubleshooting for support, throughout the tenure of the contract.
- If the supplied equipment are to be replaced permanently due to the Bidder's inability to provide spares or maintain the equipment, the Bidder shall replace the equipment of same make/model/configuration or of higher configuration at no extra cost to the Bank. However, the Bank may accept different make/model/ configuration at its discretion, if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation.
- Bank has option to extend contract period for additional 2 years at the same prices quoted for AMC/ATS of 5th year for in scope components of this RFP.
- OEM professional training related to CBoI setup for 2 batches of at-least 10 people each for 5 days at Bank premises at no extra cost to bank. The training should cover the installation, designing, configurations, features list and troubleshooting of general issues.

## 7.1 Network and Security Equipment at DC, DRC and Branches

The Bidder is required to supply, install, maintain, and provide AMC for the following (Network and security Items mentioned in subsection) solution for the period of contract at Bank's DC, DRC and Branches. In case of any compatibility issue arises between the proposed solution/appliance in existing network setup during implementation or within 3 months of installation signoff, then the successful bidder is required to replace such solution/appliance, with the compatible one, at no additional cost to the bank within 4 weeks of the issue is identified by Bank or Bank's existing SI.

### 7.1.1 Core Router

The Bank intends to augment Core Router in DC and DRC. Bidder is required to procure, supply, install, configure, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period as described in Annexure 1: Bill of Materials. Core Router should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank.

### 7.1.2 Firewalls with Advance Threat Prevention in DC and DRC:





The Bank intends to augment Firewalls with advance threat prevention in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. DC and DRC firewalls with advance threat prevention should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank. Installation for Firewall with Advanced Threat Prevention in DC and DRC must be done by deploying OEM resources onsite.

### 7.1.3 Web Application Firewall and WAF Manager

Bank intends to augment Web application firewall and WAF Manager in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over, as described in Annexure 1: Bill of Materials. Web application firewalls and WAF manager must be integrated with AAA, SIEM, SOAR and NMS software installed in the bank. Installation for Web Application Firewall and WAF manager in DC and DRC must be done by deploying OEM resources onsite.

### 7.1.4 Top of the Rack (ToR) Switches

The Bank intends to implement Top of the Rack switches which would be capable of terminating 1GE/10GE/25GE connectivity for servers. Bidder is required to procure, supply, install, configure, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period as described in Annexure 1: Bill of Materials. DC/DRC ToR Switches should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank.

### 7.1.5 Access Switches

Bank intends to procure access switches. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Access switches should be integrated with AAA, SIEM, SOAR, NAC (Profiling and Posturing) and NMS software installed in the bank.

## 8. General Responsibility of the Bidder

### Delivery, Installation and Maintenance

- As a part of implementation of network equipment, the Bank expects the successful Bidder to provide power, space, and cooling requirements for the equipment to be hosted at DC, DRC and Offices. However, the hosting environment requirement shall be provided by the Bank at Bank' DC, DRC and branches.
- Bidder should coordinate with the SPOC (DC/DR/Branches) for all the assignments relating to this RFP.
- Bidder is responsible for delivery, transportation, transit insurance – including insurance till installation acceptance by the Bank or its appointed consultant, unpack, racking and stacking, installation, and configuration of network equipment at DC, DRC and other locations.
- The Bidder to do Power on self-test, basic configurations, migration, and installation of the equipment.
- Bidder to ensure that the complete installation and commissioning of all the solutions part of this RFP to be done by the respective OEMs or by OEM Authorised Partners till the successful implementation of the respective solutions. OEMs to provide the certification of authorization for their respective partners.
- Any delay in installation of the new network and security equipment for whatsoever reasons should not entail in expiry of insurance and the same should be continued and extended up to the date of



सेंट्रल बैंक ऑफ़ इंडिया  
Central Bank of India

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RFP for Augment/Refresh of Network and Security Equipment at  
DC, DRC and Bank Offices

Central Bank of India – Tender No – GEM/2025/B/5880343

installation and acceptance of the delivered network equipment and its associated licenses by the Bank.

- Bidder is also required to provide skilled resources that may be required for the successful completion of the project.
- Bidder is required to co-ordinate with Bank's existing System Integrator for monitoring and troubleshooting for support, throughout the tenure of the contract.
- The Bidder would be responsible for supply, installation, testing, commissioning, configuring, Operation & Maintenance of the equipment's, warranty and AMC of licenses (hardware, software, middleware supplied) as part of this RFP for a period of Five (5) years from the installation sign off date.
- Bidder shall ensure compatibility of the supplied network equipment and licenses with the hardware and software systems being used in the Bank. In case of any compatibility issue arises between the proposed solution/appliance in existing network setup during implementation or within 3 months of installation signoff, then the successful bidder is required to replace such solution/appliance, with the compatible one, at no additional cost to the bank within 4 weeks of the issue is identified by Bank or Bank's existing SI.
- Bidder should adhere to the service levels including delivery timelines specified in the RFP for the installation of network and security equipment supplied by them.
- Bidder shall provide replacement component from the same OEM, if any component is required to be taken out of the premises for repairs.
- Bidder must ensure that on call OEM support can be made available within one hour during the tenure of the contract.
- Bidder should ensure Knowledge Transfer to the Bank throughout delivery of the service, which should include detailed overview of the implementation and configuration parameters and features and functionality of the proposed network and security equipment.
- Bidder should buyback existing network and security appliances "as is where is" basis and purchase price of these items once accepted by the Bank cannot be withdrawn by the Bidder.
- It is the bidder's responsibility to unmount and collect the buyback items from the Bank's office locations. The Bank will not provide transportation or cover any related expenses. Any HDD/SSD storage devices present in the buyback items must be degaussed or physically destroyed before being removed from the Bank's premises.
- It would be Bidder's responsibility to ensure safe disposal of e-waste as per Hazardous Waste (management and handling) Rules 1989 and 2008, without imposing any liability to Bank, comprising discarded Hardware/ electrical/ electronic equipment/components taken under buyback and must submit the e-waste certificate.
- Bidder is required to provide acceptance of Purchase Order, within 7 days of issuance of PO to the successful bidder by the Bank.
- DC and DRC components of this RFP should be covered under 24x7x4 direct OEM support for the tenure of the contract and other locations components must be covered under 8x5xNBD support for the tenure of contract.
- Delivery signoff will be granted only after the entire consignment of components, as per the Bill of Materials, is delivered to the bank's premises.
- Installation signoff will be granted only after the complete solution is installed, migrated, all test cases shared by the bank with the successful bidder are executed, VAPT points are closed, and integration with AAA, SIEM, SOAR, and NMS is completed. Additionally, evidence of the integration must be submitted.



## 9. Project Timelines

The successful Bidder is expected to adhere to the following timelines concerning the implementation of the Network and security Infrastructure Solution at Bank's DC, DRC and Offices:

#	Activity	Time Period for Completion
1	Delivery of in-scope Network and security Infrastructure at DC, DRC and other locations as per the Annexure 1: Bill of Material	Deliver at Bank's location within 14 weeks from the date of acceptance of purchase order
2	Successful Installation of Network and security Equipment's at DC, DRC and other locations as per the Annexure 1: Bill of Material	6 weeks from the date of delivery of Network and security Equipment's at DC, DRC and Offices as per the Annexure 1: Bill of Material

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

## 10. Staggered delivery of the equipment's.

Bank may ask for staggered delivery of certain network equipment mentioned in the RFP. Details of the same would be shared with the successful Bidder at a later stage.

## 11. Repeat Order

The Bank reserves the right to procure additional components, up to 25% of the originally ordered quantity, within 18 months from the Date of Purchase Order, at the same price specified in Annexure 1: Bill of Material. The bidder agrees to supply the additional components at the same cost, without any price escalation.

## 12. SLA compliance

Bidder should ensure compliance with SLAs as defined in the RFP.

### 12.1 Service Level Agreements (SLA)

Bidder should monitor and maintain the stated service levels to provide quality customer service to the Bank.

#### 12.1.1 System Availability

System availability of Network and security infrastructure is defined as  $\{(Scheduled\ operation\ time - system\ downtime) / (scheduled\ operation\ time)\} * 100\%$ , where:

- Performance for availability service level default would be measured on monthly basis.
- "Scheduled operation time" means the scheduled operating hours of the system for the year. All planned downtime on the system would be deducted from the total operation time for the year to give the scheduled operation time.
- "System downtime" subject to the SLA mentioned in this RFP, means accumulated time during which the system is totally in-operable due to in-scope system or infrastructure failure, and measured from the time the Bank and / or its customers log a call with Bidder's help desk of the failure or the failure



is known to Bidder from the availability measurement tools to the time when the system is returned to proper operation.

- Since all the components are critical; they need to be monitored on a 24\*7\*365 basis.
- Response may be telephonic or onsite depending on the criticality.
- If any one or more of the proposed components are down resulting in non-availability of the Bank network equipment, then downtime will be calculated as mentioned in the below section.

### 12.1.2 Service Level Default

- Service Levels will be measured on a monthly basis
- Monthly expected minimum service level is 99.95%
- Availability Service Level Default will occur when Bidder fails to comply with minimum service level of 99.95% as measured on a monthly basis.
- Bidder shall resolve the issue/problem within 4 hours from the time of reporting, if any at DC, DRC and other locations of the Bank which are part of this RFP. Bidder shall ensure delivery of any replacement/repair of damaged part or equipment within 4 hours from the time of reporting without any cost to the Bank. Bidder shall provide 24x7 service support by deputing their engineer as and when required. However, in such a scenario, SLA shall be applicable as mentioned in this document.
- Bidder's performance on Availability Service Level will be assessed against Minimum Expected Service Level requirement of 99.95% on monthly basis.
- Penalties associated with availability service levels are as outlined below for devices installed at DC and DRC.

Monthly System Availability of Network and security Infrastructure (A)	Measurement Tools	% payout of Respective Product COST + AMC/ATS Cost applicable till date of respective product
98%<A<99.95%	NMS	2%
97%<A<98%	NMS	4%
96%<A<97%	NMS	6%
95%<A<96%	NMS	8%
Below 95%	NMS	10% or Bank may Terminate/ discontinue the Contract

#### Penalty for Availability Service Level Default

- Penalties associated with availability service levels are as outlined below for devices installed for Branches.

Uptime	Equipment cost (including 3 years warranty cost) + AMC/ATS cost applicable till date
>99.96%	NIL
<=99.96 to >98.0	2%



<=98.0 to >97.0	4%
<=97.0 to >96.0	6%
<=96.0 to >95.0	8%
Below 95.0%	10% or Bank may Terminate/ discontinue the Contract

#### Shifting/ re-location of Network equipment:

**For devices at DC/DR:** Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware per day.

#### RMA (Return Merchandise Authorization):

**For devices at DC/DR:** Replacement for faulty equipment's must be done by bidder and follow up with OEM must be done by bidder only. RMA of Faulty equipment's should be received within 4 hours from the date of call lodge. In case bidder fails to provide the RMA of faulty/ damage equipment's penalty of 1% of equipment's cost weekly or part thereof maximum 10% of total contract value.

**For devices at Branches :** Replacement for faulty equipment's must be done by bidder and follow up with OEM must be done by bidder only. RMA of Faulty equipment's should be received within 1 weeks from the date of call lodge. In case bidder fails to provide the RMA of faulty/ damage equipment's, penalty of 1% of equipment's cost weekly or part thereof.

However maximum cap of penalty will be 10% of total contract value.

- If one of the network and security components in HA mode fails in HA environment, while other is working with no impact on the availability of the DC/DR IT infrastructure and service levels, in such a case penalty shall be levied on the failed component. The failed component in HA mode should be replaced within 24 hours of the failure. If Bidder fails to meet the timeline, the Bank shall levy a penalty at the rate of 1% of the monthly impacted Network and security Product and impacted Services Cost [Total Product & Service cost including Product cost (with 3 years warranty) + Implementation cost + AMC/ATS cost (for 2 Years)] / 60, for every 2 hours of delay thereof, on the failed component.
- If both the network and security components fail in HA mode, the Bank shall levy penalty on Bidder for the service levels defaults, basis the service levels requirement mentioned in this document.
- For three (3) downtime occurrences within a stipulated time window of a calendar month, a sum equivalent to 1% of the product cost of the respective product would be levied as a penalty. This would be over and above the monthly service level default penalty.

#### 12.1.3 Penalty Computation

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

**Monthly Service Level Default = Minimum Service Level (for a month) – Actual Service Level (for a month)**



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

**Example:**

Scenario	Result
The achieved availability of Network Infrastructure has been measured to be 98% in a particular assessment month.	<p>The expected Availability service level for Network Infrastructure is 99.95%.</p> <p>The achieved service level in the assessment month was calculated to be 98%</p> <p><u>Cost Reference for 5 year tenure</u></p> <p>Network and security equipment cost = INR 1 crores (approximately)</p> <p>Network and security equipment AMC cost (till date) = INR 30,00,000 (approximately)</p> <p>Total cost of product and services for a Network equipment = 1,30,00,000</p> <p>As per above table, for Availability Service level default of more than 99.5% and less than 98%, a penalty of 2% would be levied of the total cost of products and services calculated above.</p> <p>Thus, 2% of 1,30,00,000 i.e. INR 2,60,000.</p>

### 13. Liquidated damage

The successful bidder must strictly adhere to the implementation schedules for completing the assignments. Failure to meet these schedules, except for delays caused solely by the Bank, may constitute a material breach of the bidder’s obligations. In the event the Bank is compelled to cancel the awarded contract due to the bidder's inability to meet the established delivery timelines, the Bank reserves the right to impose penalties, including but not limited to cancellation of the contract, forfeiture of any performance guarantees, and blacklisting the bidder from future engagements, as deemed appropriate.

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

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

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

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



## 14. Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure 16 in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

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

- a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- b) “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- c) “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
  - i) An entity incorporated, established, or registered in such a country; or
  - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv) An entity whose beneficial owner is situated in such a country; or
  - v) An Indian (or other) agent of such an entity; or
  - vi) A natural person who is a citizen of such a country; or
  - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- d) The beneficial owner for the purpose of (iii) above will be as under.
  - i) In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

### Explanation –

- a) “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
- b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
- ii) In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.



- v) In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi) An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

## 15. Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits // Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. The monthly uptime (previous month) report needs to be submitted by the successful bidder before 5<sup>th</sup> of Every month to Bank at no additional cost to the Bank.

## 16. Integrity Pact

Each Participating bidder/s shall submit Integrity Pact, as per attached Annexure-10 duly stamped for ₹500 (Rupees Five Hundred Only). Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact, as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process. Hardcopy of the Integrity Pact to be submitted to Bank prior to bid opening.

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

- Shri Anant Kumar [anant\_in@yahoo.com]
  - a) IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
  - b) IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently.

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

## 17. Technical Offers

- a) The Technical Offer (TO) should be complete in all respects and contains all information asked for, in this document.
- b) It should not contain any price information. But a copy of the commercial bid without mentioning the price should be attached with Technical Offer (TO). However, any mention of price in Technical Offer (TO) will result in disqualification of the bid.
- c) The Technical Offer (TO) must be submitted in an organized and structured manner. All the product brochures / leaflets / manuals etc. should be submitted along with the Technical Offer (TO). The technical offer should be in compliance with technical requirement / specifications.
- d) The Technical Offer (TO) must contain the proof of submission of bid security. Without any of these two, bidder will be disqualified, and bid submitted by them will not be considered for process.





## 18. Commercial Offers

Commercial Bid of only technically qualified Bidders shall be opened on the basis of technical proposal. Bank will notify the date and time for participating in the online reverse auction process to the qualified Bidders. Contract will be awarded to L1 bidder identified in reverse auction process.

- a. The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Bill of Material.
- b. The commercial offer should be in compliance with technical configuration / specifications as per Technical Specifications.
- c. The price to be quoted for all individual items and it should be unit price in Indian rupees.
- d. In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis, as per the commercial Bid **inclusive of GST & all costs**. The Bank will not pay any other taxes, cost, or charges. The price would be inclusive of all applicable taxes. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out-of-pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning.
- e. The price is inclusive of applicable taxes with price breakup of price and applicable taxes, which shall be paid as per actuals.

## 19. Evaluation & Acceptance

1. Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any nonconformity or deviations.
2. Bank reserves the right to reject the bid offer under any of the following circumstances:
  - a) If the bid offer is incomplete and / or not accompanied by all stipulated documents.
  - b) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
  - c) If there is a deviation in respect to the technical specifications of hardware items.
3. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons

## 20. Evaluation Process

The competitive bids shall be evaluated in three phases:

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

### 20.1 Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Eligibility Criteria to this document. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The



Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

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

## 20.2 Normalization of Bids

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

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

## 20.3 Technical Evaluation Criteria

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

- Compliance to the Eligibility Criterion
- Compliance to the minimum Technical Specifications.
- Compliance to the Bill of Material

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

1. The bidder must comply to scope of the requirement as set out in the RFP and
2. The Bidder must comply to all the line items in Bill of Materials indicated by The Bank as “(Bidder shall provide their compliance here)” in column “Bidder compliance (Yes/No)” Bidders are required to comply with the requirements stated herein, if any Bidder's response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.
3. The Bidder is expected to provide their “compliance” against each item stated in the Annexure 1: Bill of material, this means that the Bidder confirms 100% compliance to the Annexure 2: Minimum Technical Specifications, minimum technical specifications of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
4. Presence of Bidder's Service centre's in Mumbai and Hyderabad



## 20.4 Commercial Evaluation Criteria

Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders, who qualify in the technical evaluation would be considered for evaluating the commercial bid. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 5 years, (total cost of products & services minus Buy-Back cost). Bank may, at its sole discretion, waive any minor non-conformity or deviations.

Reverse Auction would be conducted amongst all the technically qualified bidders.

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

After completion of the reverse auction on GeM portal, L1 bidder should submit the price breakup as per the Annexure-1 on the company's letter head within 24 hours.

The Bank shall follow all the guidelines/notifications for public procurement.

Bank reserves the right to reject a bid offer under any of the following circumstances:

- If the bid offer is incomplete and / or not accompanied by all stipulated documents.
- If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
- If there is a deviation in respect to the technical specifications of proposed solutions.

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

Bank reserves the right to undertake price negotiation with L1 Bidder / OEM even after getting the L1 price through Reverse Auction if desires so, in order to get further competitive price.

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

## 21. Payment Terms

### 21.1 Product Cost with 3 years warranty

Sl. No.	Deliverables	% Of Payment	Payment Milestone (On completion of the activities)
1	Network and Security Equipments at DC, DRC and Branches.	60%	Against delivery signoff of respective components.
		30%	Against successful installation signoff of respective components.
		10%	3 months after successful installation signoff of respective components.



### Product Cost Payment Terms

#### 21.2 Installation Cost

Sl. No.	Deliverables	% Of Payment	Payment Milestone (On completion of the activities)
1	Installation	70%	Against successful installation signoff.
		30%	3 months after successful installation signoff

### Installation Payment Terms

#### 21.3 AMC/ATS Payment Terms

AMC/ATS amount payable would be paid quarterly in arrears at the end of each quarter.

First quarter for AMC/ATS payment would begin from 1<sup>st</sup> of the next month of the date of completion of the warranty period. AMC/ATS amount per year should not be less than 15% of the respective product cost.

## 22. AMC & ATS and Warranty Costs

Bidder shall provide the maintenance (Warranty, AMC & ATS) for a period of five years from the date of successful installation of the product in CBoI network. Warranty period for the new components should be for the first three years for which the cost should be factored in the Product cost and AMC/ATS shall be factored for the subsequent two years. Bidder must factor the costs in the Bill of Material accordingly. As part of warranty, AMC & ATS support the Bidder must:

- Provide on-site comprehensive support for network and security equipment and software components provided as part of this RFP
- Have back-to-back arrangements with respective OEMs for the maintenance services (Warranty/AMC/ATS)
- Warrant all the network and security equipment and software against defects arising out of faulty design, materials, and media workmanship etc., for a period of five years from the date of acceptance of the network and security equipment and software
- Provide maintenance of Network and security equipments as well as repair or replacement activity after hardware problem has occurred. If the supplied equipment are to be replaced permanently due to the Bidder's inability to provide spares or maintain the equipment, the Bidder shall replace the equipment of same make/ model/configuration or of higher configuration at no extra cost to the Bank. However, the Bank may accept different make/model/ configuration at its discretion, if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation
- Provide support services like repair, replacement to resolve the problem as per the service levels defined in this RFP.
- Defective network and security equipment shall be replaced by the Bidder at his own cost, including the cost of transport etc. The Bidder shall not charge the Bank any extra charges related to this activity during the period of contract.
- Bidder may provide adequate spares for the critical components of the network equipment to meet the SLA.



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- Provide on-site support during quarterly DR drills or whenever required by the Bank. For factoring purposes, the Bidder should factor at least 8 visits at DC or DR each year for on-site support on specific request from the Bank
- The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by Bidder during the period of warranty
- Bidder should undertake system maintenance and replacement or repair of defective network equipment.
- In case equipment taken away for repairs, Bidder shall provide similar standby equipment so that the equipment can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work
- If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to the Bank
- Further provided that the Bank may, during the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank
- In case the Bank desires to get the services delivered by their appointed Bidder or System Integrator, then the OEM shall transfer such services to that preferred Bidder at no additional cost to the Bank.
- In case of any issue with network and security equipment and related software supplied by Bidder, Bank or its appointed System Integrator shall log a call with Bidder (who has supplied the network and security equipment/software) it is responsibility of Bidder to resolve the issue with the assistance of the OEM is deemed necessary. The Bank or its appointed System Integrator shall promptly notify Bidder in writing/e-mail of any claims arising under the maintenance services.
- Provide all future software upgrades and patches for all components of the solution and assist the Bank or its System Integrator to install the same if Bank desires during period of contract at free of cost.
- Bidder warrants that the Goods supplied under the Contract are new & unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the RFP
- Bidder further warrants that all the Goods supplied under as part of this RFP shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination
- Bidder's hardware engineer will report at the Bank's premises within one hour of reporting of breakdown and repair the same at the earliest.

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

### **Fixed Price**

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

### **Taxes**

1. The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The



- bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.
2. In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
  3. Goods and Services Taxes (GST) and its Compliance:-
    - i. Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder
    - ii. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
    - iii. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
    - iv. If bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.
  4. Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

## 23. Order Cancellation

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

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancy in hardware noticed during Installation or during maintenance period
3. Any other lapse pertaining to the order.

In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages by foreclosing the performance bank guarantee.

## 24. Indemnity

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

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



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- b) Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- c) An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
- d) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- e) Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- f) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- g) Negligence or gross misconduct attributable to the Bidder or its employees, agent or subcontractors.
- h) The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,
  - (i) The Bank notifies the Bidder in writing immediately on aware of such claim,
  - (ii) The Bidder has sole control of defense and all related settlement negotiations,
  - (iii)The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
  - (iv)The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.

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

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

- i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
- ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules,



regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

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

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

- (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);
- (ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;
- (iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;
- (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or
- (v) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.

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

- (i) Procure for Bank the right to continue using such Deliverable;
- (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;
- (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.





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

## 25. Confidentiality & Non-Disclosure

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

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

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

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

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

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

### **Guarantee on Software License**

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

## 26. Force Majeure

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

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered upto the date of termination of



date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

## 27. Resolution of Disputes

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

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

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

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

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

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

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent.

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

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

## 29. Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or



otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be, which permission shall not be unreasonably withheld by the Bank. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

### 30. Assignment

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

### 31. Execution of Contract, SLA & NDA

The bidder and Bank should execute

1. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
2. Non-disclosure Agreement.
3. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.
4. The term of the contract shall be for a period of 5 years from the date of signing of contract.

### 32. Bidder's Liability

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



employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

### 33. Information Ownership

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

### 34. Inspection, Audit, Review, Monitoring & Visitations

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 2 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- a. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b. Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c. Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
- d. Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.



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- e. Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.

### **Monitoring**

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

### **Visitations**

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

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

## **35. Information Security**

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

## **36. Intellectual Property Rights**

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license



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agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

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

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

## 37. Termination

### Termination for Default

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

- a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the



reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;

- b. If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

### **Termination for Insolvency**

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

### **Termination- Key Terms & Conditions**

Notwithstanding anything contain in this RFP, the Bank shall entitled to terminate the agreement with the service provider without assigning any reason at any time by giving 30 days prior written notice to the successful bidder . Bidder shall have to comply the same.

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

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

### **Exit Option & Contract Re-Negotiation**

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

- i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract
- ii. Substantial delay in delivery, performance or implementation of the solution beyond the specified period.
- iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)



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

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

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

### 38. Privacy & Security Safeguards

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

### 39. Governing Law and Jurisdiction

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

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

### 40. Compliance with Laws

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





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

## 41. Violation of Terms

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

## 42. Corrupt & Fraudulent Practices

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

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

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

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

## 43. Publicity

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

## 44. Entire Agreement; Amendments

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

## 45. Survival and Severability

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



competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

### **Bidding Document**

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

#### **46. Material adverse events**

Successful bidder, during the service period, will have to report material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) And the incidents required to be reported to the bank to enable bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.

#### **47. Effective access by bank to all record:**

Bank should have effective access to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the successful bidder during the period of contract.

#### **48. Successful bidder to provide details of data:**

The successful bidder to provide to bank the details of data (related to bank and its customers) captured, processed and stored.

#### **49. Data / information which can be shared:**

The successful bidder is not permitted to share any types of data/information/customer data/information with bank's customer and / or any other party. The successful Bidder will comply by the Digital Personal Data Protection Act, 2023 (DPDP Act) and amendments thereon.

#### **50. Contingency plans:**

Successful bidder should have a contingency plan(s) to ensure business continuity and testing requirements.

#### **51. Information of third parties:**

Bank will have right to seek information from the successful bidder about the third parties (in the supply chain) engaged by the former.

#### **52. Prior approval / consent of bank for use of sub- contractors:**

Successful bidder to take prior approval/ consent of the bank for use of sub-contractors for all or part of an outsourced activity.

#### **53. Skilled resources of successful bidder for core services:**

Successful bidder to have provision to consider its skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations);

#### **54. Back to back arrangements between successful bidder and OEM:**

There should be suitable back-to-back arrangements between successful bidder and the OEMS, if any.



## 55. No relationship of master and servant or employer and employee

Notwithstanding what is stated elsewhere in this agreement, there will not be any relationship of master and servant or employer and employee as between the bank on the one hand and the successful bidder and/or the personnel employed/engaged by the successful bidder on the other hand.

## 56. Sustainable sourcing

The supplier shall adhere to sustainable sourcing practices including but not limited to the use of environment friendly materials, ethical labor practices and compliance with relevant local and international regulations. The supplier shall provide documentation or certifications demonstrating their commitment to sustainable sourcing upon request. Failure to comply with these requirements may result in contract termination.

## 57. Amendments to Bidding Documents

The Bank reserves the right to change/modify the dates/terms & conditions without assigning any reasons, mentioned in this RFP document as per its requirement, which will be communicated to the Bidders through Bank's Website. The amendments / clarifications to the tender, if any, will be posted on the Bank website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)) / e-Tendering Portal. It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website for any changes / development in relation to this RFP. The amendments / clarifications to the tender, if any, will be posted on the Bank website

## 58. Period of Validity

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

## 59. Last Date and Time for Submission of Bids

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

## 60. Late Bids

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

## 61. Modifications and/or Withdrawal of Bids

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

### Clarification of Bids

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

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



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

## 62. Signing of Contract

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

## 63. Checklist for Submission

#	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation	
2	Audited Balance sheets of last three years 2021-22, 2022-23 & 2023-24.	
3	CA certificate for three years average turnover for financial years 2021-22, 2022-23 & 2023-24	
4	CA certificate for operating profit for last three financial years 2021-22, 2022-23 & 2023-24	
5	CA certificate for net worth for last three financial years 2021-22, 2022-23 & 2023-24	
6	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head	
7	Self-declaration on Company's letter head should not have been Blacklisted /debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	
8	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	
9	Self-declaration on Company's letter head for <ul style="list-style-type: none"><li>• NPA</li><li>• Any case Pending (Annexure 15)</li></ul>	
10	Document Cost	
11	Annexure 1: Bill of Material	
12	Annexure 2: Technical Specifications	
13	Annexure 3: Conformity Letter	
14	Annexure 4: Masked Commercial Bid along with technical bid	
15	Annexure 5: Bidder's Information on company letter head	
16	Annexure 6: Letter for Conformity of Product as per RFP	
17	Annexure 7: Undertaking of Authenticity for Products Supplied Management	
18	Annexure 8: Undertaking for acceptance of terms of RFP	



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19	Annexure 9: Manufacturer's Authorization Form (MAF) on OEM letter head	
20	Annexure 10: Integrity Pact	
21	Annexure 11: Non-Disclosure Agreement	
22	Annexure 12: Performance Bank Guarantee	
23	Annexure 13: Bid Security - Earnest money Deposit (EMD)	
24	Annexure 14: Bidders Particulars in Company Letter Head	
25	Annexure 15: NPA UNDERTAKING	
26	Annexure 16: Undertaking letter (Land Border Sharing)	
27	Annexure 17: Cover Letter	
28	Annexure 18: Pre-Bid Query Format	
29	Annexure 19: Eligibility Criteria Compliance	
30	Annexure 20: Details Service Support Centers	
31	Annexure 21: Guidelines on banning of business dealing	
32	Annexure 22: Undertaking of Information Security from Bidder	
33	Annexure 23: Escalation Matrix	

#### 64. Annexure 1: Bill of Material

Format for Commercial Bill of Material is attached in excel format in separate sheet (Annexure 1: Bill of Material).

#### 65. Annexure 2: Minimum Technical Specifications

Format for Minimum Technical Specifications is attached in excel format in separate sheet (Annexure 2: Technical Specifications).



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Annexure 3: Conformity Letter

Date

To,

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

Sir,

Sub: RFP for Augment / Refresh the Network and Security Equipment' s at DC, DRC and Bank Offices Central Bank of India – Tender No – GEM/2025/B/5880343 .

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

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

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

Authorized Signatory

Designation

Company Name

## 66. Annexure 4: Masked Commercial Bill of Material

Bidder to Masked Commercials in Annexure 1- Bill of Material and attached here



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## 67. Annexure 5: Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details (Mail id & Mob No)	
6.	Years of Incorporation	
7.	Number of years of experience in IT hardware items	
8.	Annual Turnover (In Rs.) 2021-22 - 2022-23 - 2023-24 -	
9.	Operating Profits (In Rs.) 2021-22 - 2022-23 - 2023-24 -	
10.	Net Worth (In Rs.) 2021-22 - 2022-23 - 2023-24 -	
11.	Whether OEM or authorized distributor	
12.	Number of service outlets across India	
13.	Good and Service Tax Number	
14.	Income Tax Number	
15.	Whether direct manufacturer or authorized dealers	
16.	Name and Address of OEMs	
17.	Brief Description of after sales service facilities available with the bidder.	
18.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of

Company Date:



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## 68. Annexure 6: Letter for Conformity of Product as per RFP

Date

To,

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

Sir,

Sub: RFP for Augment / Refresh the Network and Security Equipment' s at DC, DRC and Bank Offices Central Bank of India – Tender No – GEM/2025/B/5880343 .

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

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

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

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

Signature

Name:

Designation:

Seal of

Company Date:





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## 69. Annexure 7: Undertaking of Authenticity for Products Supplied

Date

To,

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

Sir,

Sub: RFP for Augment / Refresh the Network and Security Equipment' s at DC, DRC and Bank Offices Central Bank of India – Tender No – GEM/2025/B/5880343 .

With reference to RFP for Supply, Installation and Maintenance of Network Equipment at DC, DRC & Offices:

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

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

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

Signature

Name:

Designation:

Seal of

Company Date:



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## 70. Annexure 8: Undertaking for Acceptance of Terms of RFP

Date

To,

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

Sir,

Sub: RFP for Augment / Refresh the Network and Security Equipment' s at DC, DRC and Bank Offices Central Bank of India – Tender No – GEM/2025/B/5880343 .

With reference to RFP for Supply, Installation and Maintenance of Network Equipment at DC, DRC & Offices:

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

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

Signature

Name:

Designation:

Seal of

Company Date:



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## 71. Annexure 9: Manufacturer's Authorization Form

Date

To,

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

Dear Sir,

We \_\_\_\_\_ (OEM Vendor) of \_\_\_\_\_ product / service / solution hereby authorize M/s. \_\_\_\_\_ (Selected Bidder / Vendor Name) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid. We hereby extend our full guarantee and comprehensive 3 (Three ) year warranty and 2 years AMC (post expiry of warranty) as per terms and conditions of the tender and the contract for our product / application solution / services offered against this invitation for Bid by the above firm. We also extend our back to back service support and assurance of availability of our equipment and their components as per terms and conditions of the tender, to M/s. (Vendor Name) for a period of five years

Yours Faithfully,

Authorized Signatory

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

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



## 72. Annexure 10: Integrity Pact

### Integrity Pact

Tender Ref: - GEM/2025/B/5880343

Date: -

To  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: Integrity Pact.

Between

**Central Bank of India** hereinafter referred to as **“The Principal”**,

And

..... hereinafter referred to as **“The Bidder/ Contractor”**

### Preamble

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

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

### Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.



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

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7) e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is attached as Annexure-14.

## **Section 4 – Compensation for Damages**



- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 – Independent External Monitor / Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.



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- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word „**Monitor**“ would include both singular and plural.

#### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

#### Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)



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Place -----

Date -----

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





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## 73. Annexure 11: Non-Disclosure Agreement

### Non-Disclosure Agreement

Tender Ref: - GEM/2025/B/5880343

Date: -

To  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: Non-Disclosure Agreement.

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

#### **BETWEEN**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

#### **AND**

**CENTRAL BANK OF INDIA**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "**BANK**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

The .....bidder and **BANK** are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

#### **WHEREAS:**

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

#### **NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Confidential Information:** "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted



between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

- 2. Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

- 3. Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
- 4. Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible



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forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

- 5. Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
- 6. Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
- 7. Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
- 8. Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
- 9. Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
- 10. General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.



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**11. Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

**IN WITNESS WHEREOF,** the Parties hereto have executed these presents the day, month and year first hereinabove written.

**For and on behalf of**

**For and on behalf of**

**CENTRAL BANK OF INDIA**

\_\_\_\_\_  
**Name of Authorized signatory:**

**Designation:**

\_\_\_\_\_  
**Name of Authorized signatory:**

**Designation:**



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## 74. Annexure 12: Performance Bank Guarantee

### Performance Bank Guarantee

Tender Ref: - GEM/2025/B/5880343

Date: -

To  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: Performance Bank Guarantee

In consideration of Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase computer hardware (hereinafter referred to as "Goods") from M/s ----- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

- (1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ----- any money or moneys not exceeding a total sum of Rs------(Rupees-----only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.
- (2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- (3) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e ----- (this date should be date of expiry of Guarantee).



- (4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- (5) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
- (6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.
- (7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- (8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- (9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.
- (10) Notwithstanding anything contained herein:-
  - a) Our liability under this Bank Guarantee shall not exceed Rs----- (Rupees-----only);
  - b) This Bank Guarantee shall be valid up to ----- (date of expiry of guarantee ); and



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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 ----- (date of expiry of claim period).

(11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 20 at -----

For and on behalf of ----- Bank.

sd/- -----



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## 75. Annexure 13: Bid Security (Earnest Money Deposit)

To,

General Manager-IT  
Central Bank of India,  
DIT, 1st Floor,  
CBD Belapur,  
Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for Implementation \_\_\_\_\_, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the "Bidder") wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the "Bidder" has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ₹1,40,00,000/- (Rupees One Crore Forty Lakh Only) as bid security as required to be submitted by the, "Bidder" as a condition for participation in the said process of RFQ.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹1,40,00,000/- (Rupees One Crore Forty Lakh Only).
2. This Bank guarantee will be valid up to \_\_\_\_\_ ( date of expiry of BG ); and
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_ (date of expiry of Guarantee plus claim period , if any )
4. All your rights to bring legal action under this guarantee shall extinguish on..... ( date one year from the date mentioned in point no. iii above )

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at .

Yours faithfully,

For and on behalf of \_\_\_\_\_

Bank Authorised Official





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## 76. Annexure 14: Bidder's Particulars

#	Particulars	
1.	Name of the Bidder	
2.	Address with E mail id, Mobile no. and Pin code	
3.	GST Number	
4.	Bank Details	
5.	PAN Number	
6.	Name of Authorised Person Mobile No: Landline No:	
7.	i. Email ID ii. Alternative Email ID	
8.	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
9.	Details of EMD	BG/UTR/Reference No. date & Amount
10.	Exemption Certificate details (if applicable). Eg: MSE etc.	Please upload copy of the same along with details

Signature

Name:

Designatio

n: Seal of

Company

Date:



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## 77. Annexure 15: NPA Undertaking

Pro forma of letter to be given by all the bidders participating in RFP for Supply, Installation and Maintenance of Network Equipment at DC, DRC & Offices on their official letter-head Date:

To,  
General Manager-IT,  
Central Bank of India, Central Office,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614

**Sir,**

Sub: RFP for Augment / Refresh the Network and Security Equipment' s at DC, DRC and Bank Offices Central Bank of India – Tender No – GEM/2025/B/5880343 .

We \_\_\_\_\_ (bidder name), hereby undertake that-

- We have not have been declared NPA by any Bank in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name



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## 78. Annexure 16: Undertaking letter (Land Border Sharing)

Proforma of letter to be given by all the bidders participating in RFP for Augment / Refresh the Network and Security Equipment' s at DC, DRC and Bank Offices Central Bank of India – Tender No – GEM/2025/B/5880343 on their official letter-head

To

Date:

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

Sir,

Sub: RFP for Augment / Refresh the Network and Security Equipment' s at DC, DRC and Bank Offices Central Bank of India – Tender No – GEM/2025/B/5880343 .

**Dear Sir/Madam,**

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

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. “I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country.
2. “I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]”

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;



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I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]”

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this \_\_\_\_\_ by \_\_\_\_\_ 20\_\_

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_



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## 79. Annexure 17: Cover Letter

Date:

To

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

Sub: RFP for Augment / Refresh the Network and Security Equipment' s at DC, DRC and Bank Offices Central Bank of India – Tender No – GEM/2025/B/5880343 .

**Dear Sir/Madam,**

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this bid Offer for 120 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorised Signatory

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

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



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## 80. Annexure 18: Pre-bid Query Format

Queries:

Sr. No.	Page #	Point / Section #	Query	Banks Response (Bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

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



## 81. Annexure 19: Eligibility Criteria Compliance

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criteria would result in outright rejection of bidder's proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

The Bidder must fulfil following eligibility criteria:

Sr.	Eligibility of the bidder	Documents to be submitted
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office.	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder.
2	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate.
3	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN
4	The bidder must have average Annual turnover of minimum ₹300 Crores in IT business from India operations only in the last three financial years (i.e. 2021-22, 2022-23, and 2023-24) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.
5	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2021-22, 2022-23, and 2023-24) and in case of operating loss; bidder should provide security amount of 20% of Contract value for Contracted period in the form of Bank Guarantee, over and above 10% of Regular Bank Guarantee for Performance.	Copy of audited balance sheet and Certificate of the Chartered Accountant for preceding three FY. Bidder has to submit undertaking to provide security amount of 20% of Contract value for Contracted period in the form of Bank Guarantee, over and above 10% of Regular Bank Guarantee for Performance in case of operating loss.
6	The bidder should have a positive net worth in two out of last three financial (i.e. 2021-22, 2022-23, and 2023-24)	Copy of audited balance sheet and Certificate of the Chartered Accountant for last three FY.
7	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.	Copy of Purchase Order OR Credential letter Copy of Sign off document OR Copy of Sign off document.



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Sr.	Eligibility of the bidder	Documents to be submitted
8	Bidder should have support Centers at Mumbai and Hyderabad. In case support office of the bidder is not present in these Sites, then an undertaking is to be provided by the bidder stating that direct onsite support would be provided by the bidder without any additional cost to the Bank at above mentioned Sites, whenever desired by the Bank. However, Bidder has to submit list of support offices available in Mumbai and Hyderabad in Annexure-23 of RFP.	Submit the self-declaration on Company's letter head
9	Bidder should not have filed for bankruptcy in any country including India.	Submit the self-declaration on Company's letter head
10	At the time of bidding, the Bidder/OEM should not have been blacklisted / debarred by any Government offices / IBA / RBI / PSU / PSE / or Banks, Financial institutes for any reason or non-implementation / delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the self-declaration on Company's letter head
11	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	Submit the self-declaration on Company's letter head
12	Bidder/OEM should not have <ul style="list-style-type: none"><li>NPA with any Bank in India / financial institutions.</li><li>Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank.</li></ul>	Submit the self-declaration on Company's letter head
13	Bidder must provide confirmation 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 have not participated in the bid process.	Submit the self-declaration on Company's letter head
<b>OEM Eligibility Criteria</b>		
14	Each proposed OEM product series / Solution should have been implemented in at least Two PSU/ Scheduled Commercial Bank having 1000 office/Branches in India in last 5 years.	Copy of Purchase Order OR Credential letter OR Copy of Sign off document

Authorised Signatory

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





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

## 82. Annexure 20: Details Service Support Centers

### Details Service Support Centers

Ref: Tender No - GEM/2025/B/5880343

Date: -

To  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: RFP for Augment / Refresh the Network and Security Equipment's at DC, DRC and Bank Offices  
Central Bank of India – Tender No – GEM/2025/B/5880343 .

Sr.	Service Support Center	Address	State	No of support staff at the Center

(Bidder to provide the updated list containing the name of the contact persons and contact numbers at each Site once in every quarter to the Bank)



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## 83. Annexure 21: Guidelines on banning of business dealing

### Guidelines on banning of business dealing

Tender Ref: - GEM/2025/B/5880343

Date: -

To  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: Guidelines on banning of business dealing.

Sr. Contents

1. Introduction
2. Scope
3. Definitions
4. Initiation of banning / suspension
5. Suspension of business dealing
6. Ground on which banning of business dealings can be initiated
7. Banning of business dealings
8. Removal from list of approved agencies –suppliers/contractors
9. Show-cause notice
10. Appeal against the competent authority
11. Review of the decision by the competent authority
12. Circulation of names of agencies with whom business dealings have been banned

#### 1. Introduction

- 1.1 Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.



## 2. Scope

- 1.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 1.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 1.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.
- 1.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 1.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.
- 1.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 1.7 The banning shall be with prospective effect, i.e., future business dealings.

## 3. Definitions

In these Guidelines, unless the context otherwise requires:

- 1.1 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
- 1.2 'Inter-connected Agency' shall mean two or more companies having any of the following features:
  - 1.2.1 If one is a subsidiary of the other.
  - 1.2.2 If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - 1.2.3 If management is common;
  - 1.2.4 If one owns or controls the other in any manner;
- 1.3 'Competent Authority' and 'Appellate Authority' shall mean the following:
  - 1.3.1 For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
  - 1.3.2 For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors" Committee (EDC) shall be the "Competent



Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

1.3.3 In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

1.3.4 For Zonal Offices only - Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the "Competent Authority" for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the "Appellate Authority" in all such cases.

1.3.5 For Corporate Office only - For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the "Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".

1.3.6 Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

1.4 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

1.5 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

#### **4. Initiation of Banning / Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

#### **5. Suspension of Business Dealings**

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same



should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-
  - 5.5.1 Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
  - 5.5.2 Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
  - 5.5.3 If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.



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## 6. Ground on which Banning of Business Dealings can be initiated.

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;



- 6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## 7. Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

- 7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- 7.2.1 To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.  
7.2.2 To recommend for issue of show-cause notice to the Agency by the concerned department.  
7.2.3 To examine the reply to show-cause notice and call the Agency for personal hearing, if required.  
7.2.4 To submit final recommendation to the Competent Authority for banning or otherwise.

- 7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- 7.5.1 Banning of the agencies shall apply throughout the Bank including Subsidiaries.



- 7.5.2 Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors' Committee (EDC) with ED (GAD) as Convener of the Committee.
- 7.5.3 The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- 7.5.4 If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
- 7.5.5 On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- 7.5.6 The decision of the EDC shall be communicated to the agency by ED (GAD).

## **8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.**

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## **9 Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- 9.3.1 For exonerating the Agency if the charges are not established;
- 9.3.2 For removing the Agency from the list of approved Suppliers / Contractors, etc.
- 9.3.3 For banning the business dealing with the Agency.





9.3.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## **10 Appeal against the Decision of the Competent Authority**

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **11 Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

## **12 Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.



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## 84. Annexure - 22 [Undertaking of Information Security from Bidder]

### Undertaking of Information Security from Bidder

#### UNDERTAKING OF INFORMATION SECURITY FROM THE BIDDER (To be provided on letter head of Bidder)

Ref: Tender No - GEM/2025/B/5880343

Date: -

To,  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur, Navi Mumbai-400614,

Sir,

Reg:- RFP for Upgrade/Refresh/Renew/Augment the Network Equipment's at DC, DRC and Bank Offices  
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We hereby undertake that the proposed product 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 software being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

We also undertake that :-

- (a) The product offered, as part of the contract, does not contain Embedded Malicious Code that would activate procedures to:
  - i) Inhibit the desires and designed function of the equipment.
  - ii) Cause physical damage to the user or equipment during the exploitation.
  - iii) Tap information resident or transient in the equipment/network
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.
- (c) To ensure that the setup / link provided for updation / downloading / authorisation of licenses either on Banks network or through Internet should be free of any malware / viruses etc. Any damages / losses caused to Bank due to aforesaid shall be passed on to the bidder account.

Yours faithfully,

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:



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## 85. Annexure - 23 [Escalation Matrix]

### Escalation Matrix

Ref: Tender No - GEM/2025/B/5880343

Date: -

To  
The General Manager-IT  
Department of Information Technology  
Central Bank Of India  
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: RFP for Augment / Refresh the Network and Security Equipment' s at DC, DRC and Bank Offices  
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#### Name of the Company

#### Delivery Related Issues:

Sr.	Name	Designation	Full Office Address	Phone No.	Mobile	Email address
A		First Level Contact				
B		Second level Contact				
C		Third level Contact				
D		Country Head				

#### Service Related Issues:

Sr.	Name	Designation	Full Office Address	Phone No.	Mobile	Email address
a		First Level Contact				
b		Second level Contact				
c		Third level Contact				
d		Country Head				

Any change in designation, substitution will be informed by us immediately.

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:

\*\*\*\*\*

## Summary Sheet :

Sr.No.	Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost in INR for 5 years (Inclusive of taxes)
1.00	Product Cost		NA	NA	NA	NA	
2.00	Implementation Cost		NA	NA	NA	NA	
3.00	AMC Cost	NA	NA	NA			
4.00	Buyback Cost		NA	NA	NA	NA	
<b>Total Cost for 5 years ==&gt;</b>							
<b>Total Cost of ownership (TCO) in words for 5 years</b>							



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## Product with 3 years warranty sheet

Sr No	Description	Part Code	Part Description	Quantity			Total Qty [a+b+c]= [d]	Unit Price [e]	GST [f]	Total (Including Taxes) g=d*[e+f]
				DC [a]	DR [b]	Branches [c]				
1	Core Router	C8500-20X6C	Cisco Catalyst 8500-20X6C Edge Platform	2	2	0	4			
		CON-SNTP-C850PG2X	SNTC-24X7X4 Cisco Catalyst 8500-20X6C Edge Platform for 36 Months	2	2	0				
		EDGE-SDWAN-AGG	SD-WAN Aggregation (includes MT-Edge, MRF-BR, etc.)	2	2	0				
		C8500-ACCKIT3R-19	Cisco C8500 Accessory Kit - 19" rack for 3RU platforms	2	2	0				
		C8500-FILTER-ASSY	NEBs 3 Filter Assembly with Filter	2	2	0				
		NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	2	2	0				
		C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	2	2	0				
		TE-R-SW	TE agent for IOSXE on Enterprise Routing	2	2	0				
		SC8KAEPUK9-1710	UNIVERSAL	2	2	0				
		SFP-10G-SR	10GBASE-SR SFP Module	28	28	0				



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	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	8	8	0				
	SFP-10G-ZR	Cisco 10GBASE-ZR SFP10G Module for SMF	4	4	0				
	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	2	2	0				
	PWR-CH1-1100WAC-D	Cisco C8500 1100W AC Power Supply, Reverse Air	6	6	0				
	CAB-IND	AC Power Cord (India)	6	6	0				
	PWR-CH1-1100WAC	Cisco C8500 1100W AC Power Supply, Reverse Air	2	2	0				
	CAB-IND	AC Power Cord (India)	2	2	0				
	C-RFID-NONE	Cisco Catalyst 8000 Edge - NO RFID	2	2	0				
	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	12	12	0				
	DNA-P-T4-A-5Y	Cisco DNA Advantage On-Prem Lic 5Y - upto 25G (Aggr, 50G)	2	2	0				
	DSTACK-T4-A	Cisco DNA Advantage Stack - upto 25G (Aggr, 50G)	2	2	0				
	NWSTACK-T4-A	Cisco Network Advantage Stack - up to 25G (Aggr, 50G)	2	2	0				
	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	2	2	0				



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		DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	2	2	0				
		TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded	2	2	0				
		C85-20X6C-PF	C8500-20X6C Platform Selection for DNA Subscription	2	2	0				
		IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image	2	2	0				
		SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	2	2	0				
2	ToR Switches	N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	25	25	0	50			
		CON-SNTP-N9KC93X3	SNTP-24X7X4 Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC for 36 Months	25	25	0				
		MODE-NXOS	Mode selection between ACI and NXOS	25	25	0				
		NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	25	25	0				
		NXOS-CS-10.4.3F	Nexus 9300, 9500, 9800 NX-OS SW 10.4.3 (64bit) Cisco Silicon	25	25	0				
		NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	25	25	0				



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		NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	100	100	0				
		NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	25	25	0				
		NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	50	50	0				
		CAB-250V-10A-ID	AC Power Cord - 250V, 10A , India	50	50	0				
		GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	375	375	0				
		SFP-10/25G-CSR-S	Dual Rate 10/25GBASE-CSR SFP Module	825	825	0				
		QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	150	150	0				
		NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	25	25	0				
		C1P1TN9300XF-5Y	DCN Premier Term N9300 XF, 5Y	25	25	0				
		SVS-B-N9K-PR-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	25	25	0				
3	Branch Switches	C9200L-24T-4G-E	Catalyst 9200L 24-port data only, 4 x 1G, Network Essentials	0	0	200	200			
		CON-SNT-C920L24T	SNTC-8X5XNBD Catalyst 9200L 24-port data, 4 x 1G, Net for 36 Months	0	0	200				
		C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	0	0	200				





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		C9200L-DNA-E-24-5Y	C9200L Cisco DNA Essentials, 24-port, 5 Year Term license	0	0	200				
		C9200L-NW-E-24	C9200L Network Essentials, 24-port license	0	0	200				
		CAB-TA-IN	India AC Type A Power Cable	0	0	200				
		PWR-C5-BLANK	Config 5 Power Supply Blank	0	0	200				
		C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	0	0	400				
		C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	0	0	200				
		C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	0	0	200				
		CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	0	0	200				
		NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	0	0	200				
4	Firewall with APT	CPAP-SG29200-PLUS-SNBT	Quantum Force 29200 Plus Appliance with SandBlast subscription package for 1 year	2	4	0	6			
		CPSB-SNBT-29200-PLUS-2Y	Next Generation Threat Prevention and Sandblast for additional 2 year for 29200 PLUS Appliance	2	4	0				
		CPAC-RAM64GB-29000-INSTALL	64GB Memory upgrade kit for 29000 appliances.	2	4	0				



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		CPAC-TR-100SR-D	QSFP28 transceiver module for 100G Fiber ports- short range (100GBase-SR4)- for 9000/19000/29000 appliances	8	16	0				
		CPAC-2-40/100F-D-IN-STALL	2 Port 40GBase QSFP+ / 100GBase QSFP28 interface card for 9000/19000/29000 appliances.	8	16	0				
		CPAC-TR-40SR-QSFP-100m-D	QSFP+ transceiver for 40G Fiber Ports- short range (40GBase-SR) OM3 Fiber 100m, OM4 Fiber 150m(Short)- for 9000/19000/29000 appliances	8	16	0				
		CPAC-8-1/10F-D	8 Ports 1000Base-F SFP / 10GBase-F SFP+ interface card for 9000/19000/29000 appliances	2	4	0				
		CPAC-TR-1T-D	SFP transceiver for 1000 Base-T RJ45 (Copper)- for 9000/19000/29000 appliances	16	32	0				
		CPAC-TR-10SR-D	SFP+ transceiver for 10G Fiber Ports- short range (10GBase-SR)- for 9000/19000/29000 appliances	12	24	0				



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	CPES-SS-PREMIUM-ONSITE-ADD	Direct Premium On Site For 3Y	2	4	0				
	CPAP-SBTE2000XN-28VM	SandBlast TE2000XN-28VM Appliance, delivers SandBlast zero-day service to gateways covered by SNBT license (includes Microsoft Windows and Office license for 28 Virtual Machines)	2	2	0	4			
	CPSB-NGTX-SBTE2000XN-28VM-2Y	NGTX Package subscription for TE2000XN-28VM for 2 years	2	2	0				
	CPES-SS-PREMIUM-ONSITE-ADD	Direct Premium On Site For 3Y	2	2	0				
	CPAP-SG9800-PLUS-SNBT	9800 Plus Appliance with 2 Virtual Systems and SandBlast subscription package for 1 year	2	2	0	4			
	CPSB-SNBT-9800-PLUS-2Y	Next Generation Threat Prevention and Sandblast for additional 2 year for 9800 PLUS Appliance	2	2	0				
	CPAC-RAM64GB-9700/9800-INSTALL	64GB Memory upgrade kit for 9700-9800 appliances.	2	2	0				
	CPAC-TR-10SR-D	SFP+ transceiver for 10G Fiber Ports- short range (10GBase-SR)- for 9000/19000/29000 appliances	16	16	0				
	CPES-SS-PREMIUM-ONSITE-ADD	Direct Premium On Site For 3Y	2	2	0				



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5	WAF and WAF Manager	F5-BIG-LTM-R12900-DS	BIG-IP r12900 Local Traffic Manager Turbo SSL (512 GB Memory, Dual U.2 SSD, Dual AC Power Supplies)	2	2	0	4				
		F5-UPG-SFP+-R	BIG-IP & VIPRION SFP+ 10GBASE-SR Transceiver (Short Range, 300 m, Field Upgrade)	16	16	0					
		F5-ADD-BIG-AWFR12XXX	BIG-IP Advanced Web Application Firewall Module for r12X00	2	2	0					
		F5-SBS-BIG-IPI-111YR	BIG-IP IP Intelligence License for r12X00 (5-Year Subscription)	2	2	0					
		F5-SBS-BIG-TC-5-1YR	BIG-IP Threat Campaigns License for r12X00 Advanced Web Application Firewall (5-Year Subscription)	2	2	0					
		F5-SVC-BIG-PRE-L1-3	Level 1-3 Premium Service for BIG-IP (24x7)	2	2	0					
		F5-SVC-BIG-RMA-3	Four-Hour Hardware Replacement Service (RMA) for BIG-IP	2	2	0					
		F5-BIQ-VE-xx	BIG-IQ Virtual Edition Centralized Manager (24+32 BIG-IP Instances)	1	1	0	2				
		F5-BIQ-VE-LOG-NODE	BIG-IQ Virtual Edition: Centralized Manager Data Collection Device	6	6	0					



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	F5-SVC-BIQ-VE-PREL13	BIG-IQ Service: Premium Virtual Edition Level 1-3	1	1	0			
	F5-CST- SOW	F5 PS for one time WAF, Big IQ implementation with OEM Validation. Audit Service after implementation every year for 5 Years, one time training for 20 people	1	1	0			
	UCS-M7-MLB	UCS M7 RACK MLB	1	1	0			
	DC-MGT-SAAS	Cisco Intersight SaaS	1	1	0			
	DC-MGT-IS-SAAS-ES	Infrastructure Services SaaS/CVA - Essentials	1	1	0			
	SVS-DCM-SUPT-BAS	Basic Support for DCM	1	1	0			
	DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License	1	1	0			
	DC-MGT-ADOPT-BAS	Intersight - 3 virtual adoption sessions - <a href="http://cs.co/CSS">http://cs.co/CSS</a>	1	1	0			
	UCSC-C240-M7SX	UCS C240M7 Rack w/oCPU, mem, drv, 2Uw24SFF HDD/SSD backplane	1	1	0	2		
	CON-SNTP-UCSCPC34	SNTP-24X7X4 UCS C240M7 Rack w/oCPU, mem, drv, 2Uw24S for 36 Months	1	1	0			
	MSWS-22-DC16CD	Windows Server 2022 Data Center (16 Cores/Unlimited VMs)	1	1	0			
	CON-ISV1-MSWS822D	ISV 24X7 Windows Server 2022 Data Center 16 Core	1	1	0			



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MSWS-22-DCA2CD	Windows Server 2022 Data Center - Additional 2 Cores	24	24	0				
CON-ISV1-MSWSH22D	ISV 24X7 Windows Server 2022 Data Center - Additi	24	24	0				
UCSC-M-V5Q50GV2-D	Cisco VIC 15427 4x 10/25/50G mLOM C-Se- ries w/Secure Boot	1	1	0				
UCS-TPM-002D-D	TPM 2.0 TCG FIPS140-2 CC+ Cert M7 Intel MSW2022 Compliant	1	1	0				
UCSC-RAIL-D	Ball Bearing Rail Kit for C220 & C240 M7 rack servers	1	1	0				
CIMC-LATEST-D	IMC SW (Recommended) latest release for C-Se- ries Servers.	1	1	0				
UCSC-BBLKD-M7	UCS C-Series M7 SFF drive blanking panel	6	6	0				
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	28	28	0				
UCSC-HSHP-C240M7	UCS C240 M7 Heatsink	2	2	0				
CBL-SAS-Y-C240M7	C240M7 SAS Y CABLE; MB to RB, X2	2	2	0				
UCSC-HPBKT-24XM7	UCS C-Series M7 2U HP RAID Controller Bracket	2	2	0				
CBL-SCAP-C240-D	C240M7 2U Super Cap cable	2	2	0				
UCS-SCAP-D	M7 / M8 SuperCap	2	2	0				
UCSC-FBRS3-C240-D	C240 M7/M8 2U Riser3 Filler Blank	1	1	0				



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	UCS-CPU-I6530	Intel I6530 2.1GHz/270W 32C/160MB DDR5 4800MT/s	2	2	0			
	UCS-MRX32G1RE3	32GB DDR5-5600 RDIMM 1Rx4 (16Gb)	8	8	0			
	UCSC-RIS1A-240-D	C240 M7 Riser1A; (x8;x16x, x8); StBkt; (CPU1)	1	1	0			
	UCSC-RIS2A-240-D	C240 M7 Riser2A; (x8;x16;x8);StBkt; (CPU2)	1	1	0			
	UCSC-RAID-HP	Cisco Tri-Mode 24G SAS RAID Controller w/4GB Cache	2	2	0			
	UCSC-P-V5Q50G-D	Cisco VIC 15425 4x 10/25/50G PCIe C-Series w/Secure Boot	1	1	0			
	UCSC-PSU1-1200W-D	1200w AC Titanium Power Supply for C-se- ries Rack Servers	2	2	0			
	CAB-C13-C14-3M-IN	Power Cord Jumper, C13-C14 Connectors, 3 Meter Length, India	2	2	0			
	MSWS-22-DC16CD-RM	Windows Server 2022 DC (16Cores/Unlim VM) Rec Media DVD Only	1	1	0			
	UCS-SID-INFR-OI-D	Other Infrastructure	1	1	0			
	UCS-SID-WKL-OW-D	Other Workload	1	1	0			
	UCS-HD24TB10KJ4-D	2.4TB 12G SAS 10K RPM SFF HDD (4Kn)	16	16	0			
	UCS-SD480GBM1XEVD	480 GB 2.5in Enter Value 6G SATA Micron G2 SSD	2	2	0			
<b>TOTAL COST =====&gt; (Note: Product cost includes 3 years warranty cost as well)</b>								



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## Implementation Cost

Sr. No.	Item Description	Quantity			Total Qty [a+b+c]= [d]	Unit Price [e]	GST [f]	Total Implementation Cost including Tax) g=d*(e+f)
		DC [a]	DR [b]	Branches [C]				
1	Core Router	2	2	-	4			
2	ToR Switches	25	25	-	50			
3	Branch Switches	-	-	200	200			
4	Firewall with APT solution	2	4	-	6			
5	WAF and WAF Manager	2	2	-	4			
<b>Total ==&gt;</b>								

Note  
- Implementation cost should be in the range of 7% to 10% of the respective product cost





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## AMC/ATS Cost


Sl. No.	Item Description	Quantity			Total Qty [a+b+c]= [d]	Unit Price [e]	Year 4 AMC Cost [f] = d*e	GST 4th Year g	Year 4 Total AMC In-cluding tax h=e*[f+e]	Unit Price [i]	Year 5 AMC Cost [j] = d*g	GST 5th Year k	Year 5 To- tal AMC Including tax l=d*[i+k]	Total AMC Cost in-cluding tax m=h+l
		DC [a]	DR [b]	Branches [c]										
1	Core Router	2	2	-	4									
2	ToR Switches	25	25	-	50									
3	Branch Switches	-	-	200	200									
4	Firewall with APT so- lution	2	4	-	6									
5	WAF and WAF Man- ager	2	2	-	4									
<b>TOTAL COST =====&gt;</b>														

Note

AMC/ATS cost per year should not be less than 15% of the respective product cost

## Buy Back

Sr. No.	Item Description	Quantity		
		DC [a]	DR [b]	Buyback Cost with GST
1	Cisco 1004 Router	2	2	
2	Checkpoint 23500 Firewall	2	4	
<b>Total</b>				

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**PRE BID QUERIES RESPONSE OF RFP FOR AUGMENT/ REFRESH OF NETWORK AND SECURITY EQUIPMENT AT DC, DRC AND BANK OFFICES**

**Bid Number: GEM/2025/B/5880343 28 Jan 2025**

<b>SNo.</b>	<b>RFP Page No.</b>	<b>RFP CLAUSE Name &amp; No.</b>	<b>RFP Clause</b>	<b>Bidder's Query/Suggestion/Remarks</b>	<b>BANK RESPONSE</b>
1	11	2. Eligibility Criteria	The bidder must have average Annual turnover of minimum ₹300 Crores in IT business from India operations only in the last three financial years (i.e. 2021-22, 2022-23, and 2023- 24) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Request to Bank please change the Average Turnover Criteria to 250 Cr. of Last three financial year.	No change.
2	11	2. Eligibility Criteria	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.	Request to Bank please change this criteria to Next Generation Firewall and Web Application Firewall.	No change.
3	11	2. Eligibility Criteria	The bidder must have average Annual turnover of minimum ₹300 Crores in IT business from India operations only in the last three financial years (i.e. 2021-22, 2022-23, and 2023- 24) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	The bidder must have average Annual turnover of minimum ₹200 Crores in IT business from India operations only in the last three financial years (i.e. 2021-22, 2022-23, and 2023-24) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	No change.



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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
4	NA	2. Eligibility Criteria	Each proposed OEM product Series /Solution should have been implemented in at least Two PSU/ Scheduled Commercial Bank having 1000 office/Branches in India in last 5 years.	Each product Series /Solution (may be of the same or different OEM) should have been implemented by Bidder in at least ONE PSU/ Scheduled Commercial Bank having 500 office/Branches in India in last 5 years.	No change.
5	12	2. Eligibility Criteria	Each proposed OEM product Series /Solution should have been implemented in at least Two PSU/ Scheduled Commercial Bank having 1000 office/Branches in India in last 5 years.	Each proposed OEM product Series /Solution should have been implemented in at least ONE PSU/ Scheduled Commercial Bank having 500 office/Branches in India in last 5 years.	No change.
6	11	2. Eligibility Criteria	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches /offices in India.	Request you to please modify this as : "The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India <b><u>or their subsidiaries.</u></b> "	No change.



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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
7	11	2. Eligibility Criteria	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India	Request you to please modify this as : "The Bidder should have experience of supply and implementation of <b>atleast two of the following three technlogies:</b> Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India	No change.
8	11	2. Eligibility Criteria	The bidder must have average Annual turnover of minimum ₹300 Crores in IT business from India operations only in the last three financial years (i.e. 2021-22, 2022-23, and 2023- 24) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies	Please revise to: "The bidder must have average Annual turnover of minimum ₹200 Crores in IT business from India operations only in the last three financial years (i.e. 2021-22, 2022-23, and 2023- 24) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies"	No change.
9	11	2. Eligibility Criteria	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2021-22, 2022-23, and 2023-24) and in case of operating loss; bidder should provide security amount of 20% of Contract value for Contracted period in the form of Bank Guarantee, over and above 10% of Regular Bank Guarantee for Performance.	Our understanding is that the bidder is not allowed to participate in RFP process incase if the bidder has operating loss for more than one year in last three financial years. Please confirm.	Please be guided by the RFP terms.



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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
10	11	2. Eligibility Criteria	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2021-22, 2022-23, and 2023-24) and in case of operating loss; bidder should provide security amount of 20% of Contract value for Contracted period in the form of Bank Guarantee, over and above 10% of Regular Bank Guarantee for Performance.	We understand that the bidder has to provide additional BG of 20% of Contract Value only incase of operating loss for more than one year in last three financial years. Please confirm.	Please be guided by the RFP terms.
11	11	2. Eligibility Criteria	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.	The OEM/Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India in last 5 Years.	No change.
12	11	2. Eligibility Criteria	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India in last 5 Years.	No change.



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13	NA	2. Eligibility Criteria	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.	Please modify the clause as mentioned below:  The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 900 branches/offices in India.	No change.
14	11	2. Eligibility Criteria	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.	We request you to consider Swithces/Core Router/Next Generation Firewall/Web Application Firewall in atleast one PSU/Scheduled Commercial Banks/ BFSI in India. OR The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India.	No change.



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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
15	11	2. Eligibility Criteria	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.	We request you to revise this clause as "The Bidder should have experience of supply and implementation of Core Router and Next Generation Firewall in at least One PSU / Government / ULB /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices (except Government / ULB) in India.	No change.
16	11	2. Eligibility Criteria	The Bidder should have experience of supply and implementation of Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.	We understand the bidder are allowed by submitting the multiple orders against the clause "please confirm" on the same. The required 1000 offices are applicable for BFSI only not for PSUs. Please confirm".	Bidder can submit the separate Purchase Order for Core Router, Next Generation Firewall and Web Application Firewall in at least One PSU /Scheduled Commercial Banks / BFSI in India, which is having a minimum of 1000 branches/offices in India.



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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
17	14	4. Performance Bank Guarantee	i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in Annexure 12, for 5 % of the total project cost valid for 66 months, (5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.	Eligibility section mentions PBG of 10% of Contract Value whereas this sections mentions 5%. Kindly clarify the PBG % which needs to be submitted by winning bidder.	The applicable Performance Bank Guarantee (PBG) percentage is 5% of the total project cost, as mentioned in the Performance Bank Guarantee clause.
18	14	4. Performance Bank Guarantee	5 % of the total project cost valid for 66 months, (5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance.	As per the recent Amendment in GFR 2017, Performance Security should be 3 to 5% of the contract value. Therefore, we request you to revise the PBG percentage to 3% .	No change.





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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
19	15	7.SCOPE OF WORK	2. Installation & configuration of network and security equipment to suit the requirements.	Request for Clarification:Request Bank to clarify on installation scopea. it will be entire greenfield approach, bidder has to do entire checkpoint firewall & WAF fresh implementationorb. this is migration project, were Bidder has to supply, mount, install and configured from existing setup configuration backup.orc. Bidder has to replace from existing hardware and perform backup restore.ord. any finetune required?ore. if it is fresh installation, is there any specific requirement for Firewall and WAF in terms of number of policies / rules or application onboarding	Please be guided by Scope of work of RFP
20	15	7.SCOPE OF WORK	Arrange Onsite OEM professional services for the entire implementation of Firewall with APT,WAF and WAF Manager at DC and DRC.	Request for clarification: Request Bank to clarify on OEM PS Requirement, Bidder can proposed OEM Authorised partner / Bidder professional Service for solution implementation	Bidder need to arrange onsite OEM professional services as specified in the Scope of Work.



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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
21	15	7.SCOPE OF WORK	Firewall with APT,WAF and WAF Manager at DC and DRC.	Request for Clarification: Request bank to clarify on Central manager inline infrastructure scope, does bidder have to factor the inline infra, VM, OS & DB or Bank will provide backend infra and Bidder has to supply and implement only Firewall & WAF Manager License and solution	Bidder needs to provide end to end solution for successful implementation and commissioning of in scope solutions.
22	15	7.SCOPE OF WORK	Firewall with APT,WAF and WAF Manager at DC and DRC.	Request for clarification: Request Bank to clarify on central manager i.e. bidder has to factor only WAF Manager at DC & DRC or Firewall Manager also need to factor as part of license, supply and installation for DC & DRC	Bidder needs to provide end to end solution for successful implementation and commissioning of in scope solutions.
23	15	7.SCOPE OF WORK	2. Bidder is required to install and configure the equipment provided by the OEM/s. Thus, Bidder is required to unpack, assemble, mount, and boot the equipment and install the necessary service packs, patches, and fixes to the Operating System, set up and configure the equipment. Compatibility issues of subsystems with OS, respective drivers, firmware, any other cards to be installed, if required, are to be resolved by Bidder.	Details of the existing system components to be integrated with new equipment	Will be shared with the successful Bidder.



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24	15	7.SCOPE OF WORK	Bidder should supply, install, configure, migrate the network and security equipment and also need to maintain the equipment till the contract period. Bank's existing System Integrator and the Bank will conduct the acceptance test and verify that the installation complies with the configuration and relevant setting provided by the Bank's existing System Integrator.	Details of the existing system components/workloads to be integrated with new equipment	Will be shared with the successful Bidder.
25	16	7.SCOPE OF WORK	Bidder is also required to provide skilled resources (Certified by proposed OEM) that may be required for the successful completion of the project	Details of the certification level required	Certified Engineer should have obtained certificate from the respective Domain.
26	18	7.SCOPE OF WORK	Bidder must ensure that on call OEM support can be made available within one hour during the tenure of the contract.	Please revise as: "Bidder must ensure that on call OEM support can be made available per respective OEM standard response time during the tenure of the contract."	No change.
27	18	7.SCOPE OF WORK	It is the bidder's responsibility to unmount and collect the buyback items from the Bank's office locations. The Bank will not provide transportation or cover any related expenses. Any HDD/SSD storage devices present in the buyback items must be degaussed or physically destroyed before being removed from the Bank's premises	Please confirm if degaussing vendor is under bidder's scope and if so, then at what frequency degaussing is required to be carried out	It will be bidder's responsibility
28	16	7.SCOPE OF WORK	Core Router should be integrated with AAA,SIEM, SOAR and NMS software installed in the bank.	Scope of work of bidder is to provide details for integration to respective team (AAA,SIEM, SOAR and NMS) and coordination. Please brief if there is any other understanding.	Bidders need to do the integration as mentioned in the RFP.



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29	16	7.SCOPE OF WORK	<ul style="list-style-type: none"><li>No remote access will be provided for any issues. Bidders are required to provide onsite resources in Belapur for entire implementation period.</li><li>Bidder is also required to provide skilled resources (Certified by proposed OEM) that may be required for the successful completion of the project.</li></ul>	Please specify "onsite resources" count and qualification	Please be guided by RFP
30	16	7.SCOPE OF WORK	Bank has option to extend contract period for additional 2 years at the same prices quoted for AMC/ATS of 5th year for in scope components of this RFP.	The prices are dependant on Taxes, Duties (including Custom Duty), Levies, OEM List Price, OEM Discounting, USD-INR exchange rate, Consumer Price Index etc. Hence additional 2 years for AMC/ATS after contract duration of 5 years cannot be provided at the same price.  Kindly request bank to allow for contract extension at mutually agreeable prices.	No change.
31	15	7.SCOPE OF WORK	Bidder should supply, install, configure, migrate the network and security equipment and also need to maintain the equipment till the contract period	Our understanding is that the maintenance of the equipment post deployment will be done by the Bank's existing partner. Kindly confirm	Maintenance (call logging with OEM will be done by the Bank Existing SI). Bidders need to ensure support availability as per timelines mentioned in the RFP.



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32	15	7.SCOPE OF WORK	Bidder should supply, install, configure, migrate the network and security equipment and also need to maintain the equipment till the contract period	page 15 point 3 in the table mentions OEM needs to do the end to end deployment whereas this clause mentions bidder needs to do the deployment. Kindly clarify	Bidder need to arrange onsite OEM professional service resources for the entire implementation, as per BoQ Firewall with APT, WAF and WAF Manager. Router and Switches installation can be done by Bidder resources.
33	16	7.SCOPE OF WORK	No remote access will be provided for any issues. Bidders are required to provide onsite resources in Belapur for entire implementation period.	Our understanding is the OEM professional services team needs to do the deployment and they need to be onsite at Belapur for the entire implementation period. Kindly confirm	Bidder need to arrange onsite OEM professional services as specified in the Scope of Work.
34	16	7.SCOPE OF WORK	Bidder is required to co-ordinate with Bank's existing System Integrator for monitoring and troubleshooting for support, throughout the tenure of the contract	Our understanding is that the Bank's existing system integrator will do the day 2 activity of monitoring and troubleshooting, and they will raise a ticket with bidder in case they need support from the bidder. Kindly confirm	Bidder has to maintain SLA compliance as per clause no. 12 of RFP.



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35	17	7.SCOPE OF WORK	The Bank intends to augment Firewalls with advance threat prevention in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. DC and DRC firewalls with advance threat prevention should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank. Installation for Firewall with Advanced Threat Prevention in DC and DRC must be done by deploying OEM resources onsite	Kindly confirm the which OEM solutions are used for the below as this will help us in understanding the feasibility of integration with the proposed firewall solution -SIEM -SOAR -NMS -AAA	It will be shared with the successful Bidder.
36	15	7.SCOPE OF WORK	Bidder shall provide the details of each individual proposed equipment along with the Hardware & Software proposed, in Annexure 1: Bill of Materials.	We understand that passive cabling is in bank scope. Pls confirm.	Bidder has to provide all necessary cables (ethernet, fiber, power , etc.) required for successful installation and commissioning of the component of RFP.
37	15	7.SCOPE OF WORK	Arrange Onsite OEM professional services for the entire implementation of Firewall with APT,WAF and WAF Manager at DC and DRC.	We understand that OEM professional services are not required for Core Router, ToR Switch & Branch Switch. Pls confirm.	Bidder has to install Core Router, ToR Switch & Branch Switch.
38	16	7.SCOPE OF WORK	OEM professional training related to CBoI setup for 2 batches of at-least 10 people each for 5 days at Bank premises at no extra cost to bank. The training should cover the installation, designing, configurations, features list and troubleshooting of general issues.	We understand that training can be conducted by OEM authorized training partner. Pls confirm.	Bidder has to arrange onsite training as per the RFP terms.



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39	16	7.SCOPE OF WORK	OEM professional training related to CBoI setup for 2 batches of at-least 10 people each for 5 days at Bank premises at no extra cost to bank. The training should cover the installation, designing, configurations, features list and troubleshooting of general issues.	We understand that this would be classroom based hands on training. Pls confirm.	Bidder has to arrange onsite training as per the RFP terms.
40	17	7.SCOPE OF WORK	The Bank intends to implement Top of the Rack switches which would be capable of terminating 1GE/10GE/25GE connectivity for servers. Bidder is required to procure, supply, install, configure, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period as described in Annexure 1:	Is bank planning to deploy Software Defined Fabric (SDN) or legacy network.	Please be guided by RFP.
41	16	7.SCOPE OF WORK	The network equipment should be provided with 3 years of on-site comprehensive warranty which will start from the date of acceptance of network and security equipment. Subsequently, Bidder shall provide the AMC support for the remaining two Years post warranty period. Bidder is required to coordinate with Bank's existing System Integrator for monitoring and troubleshooting for support, throughout the tenure of the contract.	We understand that Warranty & AMC does not cover licenses. Pls confirm.	Please be guided by RFP.
42	17	8.GENERAL RESPONSIBILITY OF THE BIDDER	Delivery, Installation and Maintenance • As a part of implementation of network equipment, the Bank expects the successful Bidder to provide power, space, and cooling requirements for the equipment to be hosted at DC, DRC and Offices. However, the hosting environment requirement shall be provided by the Bank at Bank' DC, DRC and branches.	Request for Clarification: Request bank to clarify on power, space, cooling and passive requirement, i.e. bidder has to factor Network rack for proposed solution at both DC & DRC.	Power, space and cooling will be provided by BANK and passive components including necessary cables (ethernet, fiber, power , etc.) required for successful installation



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					and commissioning of the component of RFP
43	19	8.GENERAL RESPONSIBILITY OF THE BIDDER	Bank may ask for staggered delivery of certain network equipment mentioned in the RFP. Details of the same would be shared with the successful Bidder at a later stage.	Request for Clarification: Request bank to clarify on staggered delivery requirement.	Will be shared with the successful Bidder.
44	17	8.GENERAL RESPONSIBILITY OF THE BIDDER	Bidder is responsible for delivery, transportation, transit insurance – including insurance till installation acceptance by the Bank or its appointed consultant, unpack, racking and stacking, installation, and configuration of network equipment at DC, DRC and other locations.	Request for Clarification: Request bank to clarify number branches (with address) and device per branch.	Will be shared with the successful Bidder.





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45	17	8.GENERAL RESPONSIBILITY OF THE BIDDER	<ul style="list-style-type: none"> <li>As a part of implementation of network equipment, the Bank expects the successful Bidder to provide power, space, and cooling requirements for the equipment to be hosted at DC, DRC and Offices. However, the hosting environment requirement shall be provided by the Bank at Bank' DC, DRC and branches.</li> </ul>	<p>As per our understanding, bidder will provide only requirement to bank to and bank will arrange hosting infrastructure required to deploy it. Please brief for more understanding on scope</p> <ul style="list-style-type: none"> <li>As a part of implementation of network equipment, the Bank expects the successful Bidder to provide power, space, and cooling requirements for the equipment to be hosted at DC, DRC and Offices. Let us know in case there is other understanding.</li> </ul>	Power, space and cooling will be provided by BANK and passive components including necessary cables (ethernet, fiber, power , etc.) required for successful installation and commissioning of the component of RFP.
46	18	8.GENERAL RESPONSIBILITY OF THE BIDDER	<ul style="list-style-type: none"> <li>Bidder must ensure that on call OEM support can be made available within one hour during the tenure of the contract.</li> </ul>	As per our understanding, bidder must ensure that remote support will be available within 1 Hr from OEM during the tenure of the contract after registering the complaint.Let us know in case there is other understanding.	Please be guided by RFP.
47	18	8.GENERAL RESPONSIBILITY OF	<ul style="list-style-type: none"> <li>Installation signoff will be granted only after the complete solution is installed, migrated, all test cases shared by the bank with the successful bidder are executed, VAPT points are closed, and integration with AAA, SIEM, SOAR, and NMS is completed. Additionally, evidence of the integration must be submitted.</li> </ul>	Please brief this clause for more clarity. Bidder is responsible to provide inputs to integrate AAA, SIEM, SOAR, and NMS. VAPT points closure can be decided	Please be guided by RFP.



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		THE BIDDER		once raised and should not be part of sign-off.	
48	17	8.GENERAL RESPONSIBILITY OF THE BIDDER	Bidder to ensure that the complete installation and commissioning of all the solutions part of this RFP to be done by the respective OEMs or by OEM Authorised Partners till the successful implementation of the respective solutions. OEMs to provide the certification of authorization for their respective partners	page 15 point 3 in the table mentions OEM needs to do the end-to-end deployment whereas this clause mentions OEM or by OEM authorized partner. Kindly clarify.	Bidders need to arrange onsite OEM professional service resources for the entire implementation as per BoQ Firewall with APT, WAF and WAF Manager. Router and Switches installation can be done by Bidder resources.
49	18	8.GENERAL RESPONSIBILITY OF THE BIDDER	The Bidder would be responsible for supply, installation, testing, commissioning, configuring, Operation & Maintenance of the equipment's, warranty and AMC of licenses (hardware, software, middleware supplied) as part of this RFP for a period of Five (5) years from the installation sign off date	Our understanding is that the maintenance of the equipment post deployment will be done by the Bank's existing partner. Kindly confirm	Its bidders responsibility.
50	20	8.GENERAL RESPONSIBILITY OF THE BIDDER	Bidder shall resolve the issue/problem within 4 hours from the time of reporting, if any at DC, DRC and other locations of the Bank which are part of this	Our understanding is that the maintenance of the equipment post deployment will be done by the Bank's existing partner and troubleshooting and they will raise a ticket with bidder in case they need support from the bidder. Kindly confirm. Support in such cases expected from bidder will be onsite. Kindly confirm	Its bidders responsibility.



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51	20	8.GENERAL RESPONSIBILITY OF THE BIDDER	Bidder shall provide 24x7 service support by deputing their engineers as and when required.	Our understanding is that the 24*7 maintenance of the equipment post deployment will be done by the Bank's existing partner and troubleshooting and they will raise a ticket with bidder in case they need support from the bidder. Kindly confirm. Support in such cases expected from bidder will be onsite. Kindly confirm	Its bidders responsibility.
52	20	8.GENERAL RESPONSIBILITY OF THE BIDDER	SLA Table	The SLA and penalty should be applicable if the bidder is managing the solution post deployment but in this case Bank's existing partner will be managing and monitoring the solution 24*7 basis. Hence request you to exempt the bidder from the SLA and penalty which are relevant for day 2 management and monitoring	No Change.
53	17	8.GENERAL RESPONSIBILITY OF THE BIDDER	As a part of implementation of network equipment, the Bank expects the successful Bidder to provide power, space, and cooling requirements for the equipment to be hosted at DC, DRC and Offices. However, the hosting environment requirement shall be provided by the Bank at Bank' DC, DRC and branches.	Is bidder expected to supply rack. If Yes pls share count & specification for the same.	Bidder has to install in-scope device's in bank's existing racks.



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54	18	8.GENERAL RESPONSIBILITY OF THE BIDDER	Bidder is required to co-ordinate with Bank's existing System Integrator for monitoring and troubleshooting for support, throughout the tenure of the contract.	Since bidder is not expected to provide onsite resources for operation support, we understand that SLA calculation is based on ticket logged with bidder & closure of the same. Pls confirm.	Please be guided by SLA clause of RFP.
55	18	8.GENERAL RESPONSIBILITY OF THE BIDDER	Bidder is required to co-ordinate with Bank's existing System Integrator for monitoring and troubleshooting for support, throughout the tenure of the contract.	Since bidder is not expected to provide onsite resources for operation support, we understand that existing System Integrator will provide remote access for required trouble shooting.	This is a dark site; bidder has to provide onsite support to resolve the issues.
56	18	8.GENERAL RESPONSIBILITY OF THE BIDDER	8. General Responsibility of the Bidder Delivery, Installation and Maintenance Bidder is required to co-ordinate with Bank's existing System Integrator for monitoring and troubleshooting for support, throughout the tenure of the contract.	Please clarify on the request flow during the operations as there's no onsite resources requested by Bank during this phase.	Bidders need to maintain SLA uptime.
57	18	8.GENERAL RESPONSIBILITY OF THE BIDDER	8. General Responsibility of the Bidder Delivery, Installation and Maintenance The Bidder would be responsible for supply, installation, testing, commissioning, configuring, Operation & Maintenance of the equipment's, warranty and AMC of licenses (hardware, software, middleware supplied) as part of this RFP for a period of Five (5) years from the installation sign off date.	Please clarify whether bidder needs to provide onsite resources during O&M stage of the contract period.	Bidders need to maintain SLA uptime.



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58	18	8.GENERAL RESPONSIBILITY OF THE BIDDER	8. General Responsibility of the Bidder Delivery, Installation and Maintenance Bidder should adhere to the service levels including delivery timelines specified in the RFP for the installation of network and security equipment supplied by them.	With no onsite resources from bidder for O&M stage, requesting bank to provide clarify on how the service levels will be met if there's any delay in notification to bidder for issues reported on the devices supplied as part of this RFP.	Bidders need to maintain SLA uptime.
59	18	8.GENERAL RESPONSIBILITY OF THE BIDDER	8. General Responsibility of the Bidder Delivery, Installation and Maintenance Bidder must ensure that on call OEM support can be made available within one hour during the tenure of the contract.	Please clarify how the OEM on call support will be available when the selected support component for the devices is 24x7x4. Hence request to remove this clause while the device support itself for 24x7x4	No change.
60	19	9.PROJECT TIMELINES	9 Project Timelines. Point 2. Successful Installation - 6 weeks from the date of delivery of Network and security Equipment's at DC, DRC and Offices as per the Annexure 1: Bill of Material	Request to Bank kindly change this to 8 week from date of Delivery.	No change.
61	19	9.PROJECT TIMELINES	Deliver at Bank's location within 14 weeks from the date of acceptance of purchase order  6 weeks from the date of delivery of Network and security Equipment's at DC, DRC and Offices	<b><u>Request Bank to amend the clause as below.</u></b>  Deliver at Bank's location within 18 weeks from the date of acceptance of purchase order  10 weeks from the date of delivery of Network and security Equipment's at DC, DRC and Offices	No change.



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62	19	9.PROJECT TIMELINES	9. Project Timelines 1. Delivery of in-scope Network and security Infrastructure at DC, DRC and other locations as per the Annexure 1: Bill of Material: Deliver at Bank's location within 14 weeks from the date of acceptance of purchase order	Request to change the delivery timelines to 20 weeks considering there are many branch locations spread across India	No change.
63	19	9.PROJECT TIMELINES	9. Project Timelines 2. Successful Installation of Network and security Equipment's at DC, DRC and other locations as per the Annexure 1: Bill of Material: 6 weeks from the date of delivery of Network and security Equipment's at DC, DRC and Offices as per the Annexure 1: Bill of Material	Request to change the implementation timelines to 6 weeks from the date of downtime for the respective technology stack as this depends on Bank's go-ahead for implementation & commissioning.	No change.
64	19	9.PROJECT TIMELINES	6 weeks from the date of delivery of Network and security Equipment's at DC, DRC and Offices as per the Annexure 1: Bill of Material	10-12 weeks from the date of delivery of Network and security Equipment's at DC, DRC and Offices as per the Annexure 1: Bill of Material	No change.
65	19	11. Repeat Order	The Bank reserves the right to procure additional components, up to 25% of the originally ordered quantity, within 18 months from the Date of Purchase Order, at the same price specified in Annexure 1: Bill of Material. The bidder agrees to supply the additional components at the same cost, without any price escalation.	The prices are dependant on Taxes, Duties (including Custom Duty), Levies, OEM List Price, OEM Discounting, USD-INR exchange rate, Consumer Price Index etc.  Kindly request bank to allow for price revision for additional quantity at mutually agreement.	No change.



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66	21	12.1 Service Level Agreements (SLA)	Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware per day.	Request for Clarification: Request bank to clarify this is required (Device mounting and un-mounting) only once within the same premises and rack shifting will not be in bidders scope and bank will take care of the same.	Bidder must provide the support during entire contract period.



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67	21	12.1 Service Level Agreements (SLA)	<ul style="list-style-type: none"><li>• If one of the network and security components in HA mode fails in HA environment, while other is working with no impact on the availability of the DC/DR IT infrastructure and service levels, in such a case penalty shall be levied on the failed component. The failed component in HA mode should be replaced within 24 hours of the failure. If Bidder fails to meet the timeline, the Bank shall levy a penalty at the rate of 1% of the monthly impacted Network and security Product and impacted Services Cost [Total Product &amp; Service cost including Product cost (with 3 years warranty) + Implementation cost + AMC/ATS cost (for 2 Years)] / 60, for every 2 hours of delay thereof, on the failed component.</li><li>• If both the network and security components fail in HA mode, the Bank shall levy penalty on Bidder for the service levels defaults, basis the service levels requirement mentioned in this document.</li><li>• For three (3) downtime occurrences within a stipulated time window of a calendar month, a sum equivalent to 1% of the product cost of the respective product would be levied as a penalty. This would be over and above the monthly service level default penalty.</li></ul>	Please revise as:1. If one of the network and security components in HA mode fails in HA environment, while other is working with no impact on the availability of the DC/DR IT infrastructure and service levels, in such a case penalty shall be levied on the failed component. The failed component in HA mode should be replaced as per Part availability duration provided from OEM.The penalty to be revised by Bank as failed component availability is dependant on OEM.	No change.
68	20	12.1 Service Level Agreements (SLA)	Bidder shall ensure delivery of any replacement/repair of damaged part or equipment within 4 hours from the time of reporting without any cost to the Bank	As per our understanding, this is part of RMA. Let us know in case there is other understanding.	It will be a part of RMA.





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69	21	12.1 Service Level Agreements (SLA)	<p>RMA (Return Merchandise Authorization):</p> <p>For devices at DC/DR: Replacement for faulty equipment's must be done by bidder and follow up with OEM must be done by bidder only. RMA of Faulty equipment's should be received within 4 hours from the date of call lodge. In case bidder fails to provide the RMA of faulty/ damage equipment's penalty of 1% of equipment's cost weekly or part thereof maximum 10% of total contract value.</p> <p>For devices at Branches : Replacement for faulty equipment's must be done by bidder and follow up with OEM must be done by bidder only. RMA of Faulty equipment's should be received within 1 weeks from the date of call lodge. In case bidder fails to provide the RMA of faulty/ damage equipment's, penalty of 1% of equipment's cost weekly or part thereof.</p> <p>However maximum cap of penalty will be 10% of total contract value.</p>	<p>Requesting you to ammend this clause as below</p> <p>RMA (Return Merchandise Authorization):</p> <p>For devices at DC/DR: Replacement for faulty equipment's must be done by bidder and follow up with OEM must be done by bidder only. RMA of Faulty equipment's should be received within 4 hours from the date of call lodge. In case bidder fails to provide the RMA of faulty/ damage equipment's penalty of 1% of equipment's cost weekly or part thereof <b>maximum 5% of total contract value.</b></p> <p>For devices at Branches : Replacement for faulty equipment's must be done by bidder and follow up with OEM must be done by bidder only. RMA of Faulty equipment's should be received within 1 weeks from the date of call lodge. In case bidder fails to provide the RMA of faulty/ damage equipment's,</p>	No change.



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				penalty of 1% of equipment's cost weekly or part thereof. <b>However maximum cap of penalty will be 5 % of total contract value.</b>	
70	21	12.1 Service Level Agreements (SLA)	If one of the network and security components in HA mode fails in HA environment, while other is working with no impact on the availability of the DC/DR IT infrastructure and service levels, in such a case penalty shall be levied on the failed component. The failed component in HA mode should be replaced within 24 hours of the failure.	Page 20 section 12.1.2 Service Level Default mentions the RMA needs to be done within 4 hours whereas this clause mentions RMA to be done within 24 hours. Kindly clarify	RMA device should reach onsite in 4 hours and replacement of the same in case of HA can be done within 24 hours.
71	21	12.1 Service Level Agreements (SLA)	If both the network and security components fail in HA mode, the Bank shall levy penalty on Bidder for the service levels defaults, basis the service levels requirement mentioned in this document.	Since day 2 is managed by existing Bank's partner, bidder may not know the reason for failure of both the components, hence request Bank to relax the penalty if the issue occurs due to exiting partner managing the solution	Bidder need to maintain SLA Compliance.
72	20	12.1 Service Level Agreements (SLA)	Penalties associated with availability service levels are as outlined below for devices installed for Branches.	Since Branch switches are single point of failure, its not possible to provide 95% uptime. Pls remove this clause.	No change.



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73	20	12.1 Service Level Agreements (SLA)	Penalties associated with availability service levels are as outlined below for devices installed at DC and DRC	We understand that there are discrepancies in SLA i.e., Branch SLA's are higher than DC SLA's  Request Bank to check and amend the same.	Please be guided by the SLA clause in the RFP.
74	19	12.1 Service Level Agreements (SLA)	12.1.1 System Availability  Since all the components are critical; they need to be monitored on a 24*7*365 basis.	With no onsite resources from bidder & no remote access to Bank's NMS tool during O&M stage, requesting bank to provide clarity on how the components / equipment will be monitored 24x7x365.	Bidders need to maintain SLA uptime.
75	20	12.1 Service Level Agreements (SLA)	12.1.2 Service Level Default Monthly expected minimum service level is 99.95%	With no onsite resources from bidder & no remote access to Bank's NMS tool during O&M stage, requesting bank to provide clarity on how the service levels will be met if there's any delay in notification to bidder for issues reported on the devices supplied as part of this RFP. Also requesting bank to clarify of SLA start time in such case.	Bidders need to maintain SLA uptime.



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76	20	12.1 Service Level Agreements (SLA)	12.1.2 Service Level Default Availability Service Level Default will occur when Bidder fails to comply with minimum service level of 99.95% as measured on a monthly basis.	With no onsite resources from bidder & no remote access to Bank's NMS tool during O&M stage, requesting bank to provide clarify on how the service levels will be met if there's any delay in notification to bidder for issues reported on the devices supplied as part of this RFP. Also requesting bank to clarify of SLA start time in such case.	Bidders need to maintain SLA uptime.
77	20	12.1 Service Level Agreements (SLA)	12.1.2 Service Level Default Bidder's performance on Availability Service Level will be assessed against Minimum Expected Service Level requirement of 99.95% on monthly basis.	With no onsite resources from bidder & no remote access to Bank's NMS tool during O&M stage, requesting bank to provide clarify on how the service levels will be met if there's any delay in notification to bidder for issues reported on the devices supplied as part of this RFP. Also requesting bank to clarify of SLA start time in such case.	Bidder need to maintain SLA uptime.



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78	20	12.1 Service Level Agreements (SLA)	<p>12.1.2 Service Level Default Penalties associated with availability service levels are as outlined below for devices installed at DC and DRC. - 1st table</p> <p>And</p> <p>Penalties associated with availability service levels are as outlined below for devices installed for Branches. - 2nd table</p>	The SLA parameters showing under the DC & DR SLA table shows lower metrics than that of SLAs shown for branches. Request bank to help with confirmation	Please be guided by the SLA clause of the RFP.
79	20	12.1 Service Level Agreements (SLA)	Since all the components are critical; they need to be monitored on a 24*7*365 basis.	Please clarify on this point; We understand monitoring will be done by Bank's existing managed services provider and bidder need to provide remote/on field support as and when request is raised?	Bidder need to maintain SLA uptime.
80	20	12.1 Service Level Agreements (SLA)	Bidder shall resolve the issue/problem within 4 hours from the time of reporting, if any at DC, DRC and other locations of the Bank which are part of this RFP. Bidder shall ensure delivery of any replacement/repair of damaged part or equipment within 4 hours from the time of reporting without any cost to the Bank. Bidder shall provide 24x7 service support by deputing their engineer as and when required. However, in such a scenario, SLA shall be applicable as mentioned in this document.	OEM delivers RMA hardware in 4 HR & then bidder needs atleast 2 HR to replace faulty device with new device. Requesting you to change this clause to "Bidder shall resolve the issue/problem <b>within 6 hours</b> from the time of reporting, if any at DC, DRC and other locations of the Bank which are part of this RFP. Bidder shall ensure delivery of any replacement/repair of damaged part or equipment within 4 hours from the time of reporting without	No change.



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				any cost to the Bank. Bidder shall provide 24x7 service support by deputing their engineer as and when required. However, in such a scenario, SLA shall be applicable as mentioned in this document."	
81	22	13. Liquidated damage	The Liquidated Damages (LD) shall be 1 % of amount for services or goods or both which have been delayed for each week or part thereof for delay until actual delivery and implementation. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value.	Requesting you to ammend this clause as below The Liquidated Damages (LD) shall be 1 % of amount for services or goods or both which have been delayed for each week or part thereof for delay until actual delivery and implementation. However, <b>the total amount of Liquidated Damages deducted will be pegged at 5% of the contract value.</b>	No change.
82	22	13. Liquidated damage	The Liquidated Damages (LD) shall be 1 % of amount for services or goods or both which have been delayed for each week or part thereof for delay until actual delivery and implementation.	Please consider The Liquidated Damages (LD) shall be 0.5% of amount for services or goods or both which have been delayed for each week or part thereof for delay until actual delivery and implementation.	No change.



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83	24	15. Monitoring & Audit	Compliance with security best practices may be monitored by periodic computer security audits / /Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. The monthly uptime (previous month) report needs to be submitted by the successful bidder before 5th of Every month to Bank at no additional cost to the Bank.	It is understood that Audit by will be carried out by Bank and the monthly uptime reports to be fetched through Bank's existing NMS tools with which all the new equipments will be integrated.	Please be guided by the RFP terms.
84	24	15. Monitoring & Audit	The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.	As per our understanding, any point highlighted by auditor which is not part of RFP /specification will be at additional cost to bank which will be concluded based on efforts at later stage. Let us know in case there is other understanding.	Any discrepancies observed by the Statutory and Regulatory Bodies that pertain to the requirements specified in the RFP must be rectified at no extra cost.
85	24	15. Monitoring & Audit	15. Monitoring & Audit	Request you to relax the clause as the remediation will be done by the existing partner managing the solution	No change.



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86	24	15. Monitoring & Audit	15. Monitoring & Audit ...These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls....	Requesting bank to provide the clarity on this clause as the devices deployed are in the control of Bank / Bank's NI & bidder has not visibility in to the said procedures & clauses.	No Change.
87	24	15. Monitoring & Audit	15. Monitoring & Audit ...The successful bidder must provide the Bank access to various monitoring and performance measurement systems....	Requesting bank to provide the clarity on this clause as the devices deployed are in the control of Bank / Bank's NI & bidder has not visibility in to the said procedures & clauses.	No Change.
88	26	20. Evaluation Process	4. Presence of Bidder's Service centre's in Mumbai and Hyderabad	As per our understanding, bidder must have presence in Mumbai and Hyderabad to support during contract period. Let us know in case there is other understanding.	Please be guided by RFP.
89	27	21.PAYMENT TERMS	60% Against delivery signoff of respective components.	70% Against delivery signoff of respective components.	No change.
90	27	21.PAYMENT TERMS	30% Against successful installation signoff of respective components.	25% Against successful installation signoff of respective components.	No change.
91	27	21.PAYMENT TERMS	10% 3 months after successful installation signoff of respective components	5% 3 months after successful installation signoff of respective components	No change.
92	28	21.PAYMENT TERMS	AMC/ATS amount payable would be paid quarterly in arrears at the end of each quarter.	AMC/ATS amount payable would be paid quarterly in advance at the start of each quarter.	No change.





SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
93	28	21.PAYMENT TERMS	AMC/ATS amount payable would be paid quarterly in arrears at the end of each quarter.	Requesting you to ammend this clause as below  AMC/ATS amount payable would be paid <b>quarterly in advance</b> at the end of each quarter.	No change.
94	27	21.PAYMENT TERMS	21.1 Product Cost with 3 years warranty:The payment terms defined in RFP is as below:--> Delivery Sign-off of respective components – 60%--> Successful Installation Sign-off of respective components – 30%--> 3 Months after successful installation sign-off of respective components – 10%	21.1 Product Cost with 3 years warranty:Kindly request the bank to modify the payment terms as per industry standards mentioned below:--> Delivery Sign-off of respective components – 70%--> Successful Installation Sign-off of respective components – 20%--> Against BG of equivalent amount – 10%	No change.
95	28	21.PAYMENT TERMS	21.2 Installation Cost: The installation cost metioned in RFP is as below: --> Successful Installation Sign-Off – 70% --> 3 Months after successful installation sign-off – 30%	21.2 Installation Cost: Kindly request the bank to modify the payment term for installation as below: --> Successful Installation Sign-Off – 90% --> Against BG of equivalent amount – 10%	No change.
96	28	21.PAYMENT TERMS	21.3 AMC/ATS Payment Terms AMC/ATS amount per year should not be less than 15% of the respective product cost.	15% is very high percentage for AMC/ATS. Kindly request the bank to keep AMC/ATS as 4% of respective product cost per annum.	No change.



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97	28	21.PAYMENT TERMS	21. Payment Terms - Product Cost Payment Terms 21.1 Product Cost with 3 years warranty - 10% Of Payment - 3 months after successful installation signoff of respective components.	Since the winning bidder will submit the PBG for the entire contract period we request bank to kindly release the 10% of the amount considering the PBG will already be in force	No change.
98	28	21.PAYMENT TERMS	21. Payment Terms - Installation Payment Terms 21.2 Installation Cost - 10% Of Payment - 3 months after successful installation signoff	Since the winning bidder will submit the PBG for the entire contract period we request bank to kindly release the 10% of the amount considering the PBG will already be in force	No change.
99	28	21.PAYMENT TERMS	21.3 AMC/ATS Payment Terms AMC/ATS amount per year should not be less than 15% of the respective product cost.	15% of the respective product cost as yearly AMC/ATS is quite high. We request bank kindly consider and lower the per year value in the range of 5-8%	No change.
100	28	21.PAYMENT TERMS	21.3 AMC/ATS Payment Terms AMC/ATS amount payable would be paid quarterly in arrears at the end of each quarter. AMC/ATS amount per year should not be less than 15% of the respective product cost.	Holding 15% of the payment for each of 4th and 5th year will result in 30% of the price will be on payment hold till more than 3 years. This will lead to a long negative cashflow. We request bank to kindly consider lenient payment terms which is aligned with the OEMs' payment terms thus avoiding	No change.



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				negative cashflow and added finance cost.	
101	27	21.PAYMENT TERMS	60% Against delivery signoff of respective components. 30% Against successful installation signoff of respective components. 10% 3 months after successful installation signoff of respective components	Please release 70% immediate against successful delivery & 30 immediate against successful installation	No change.
102	28	22. AMC & ATS and Warranty Costs	• Bidder may provide adequate spares for the critical components of the network equipment to meet the SLA	Please revise: Spares to be provided subjected to availability from OEM for the critical components of the network equipment to meet the SLA	No change.



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103	Multiple	24. Indemnity	Indemnities	<p>There are various Indemnities mentioned across the document. We have the following submissions/ Queries:-1. Indemnities across the document shall be delinked from breach/adherence to SLAs/PO terms. Indemnities shall be restricted only to breach of the MSA. For breach of SLAs, SLA credits/penalties are already available at Bank's disposal. Having an Indemnity on SLA/ PO terms will be onerous for the Bidder. If Indemnity is to be provided on SLAs/ POs then potentially the Bidder will be exposed to Liability of TCV for SLA breaches. Also the PO terms are nowhere known or in control of the Bidder.2. Please clarify what is meant by Indemnity on direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank:-</p>	No change.



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				Does this mean Indemnity on Loss of Profits? This needs to be deleted. Indirect Indemnities are not given generally in any commercial contracts in India.	



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104	35	32. Bidder's Liability	<p>The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.</p>	<p>Please revise: Kindly cap the liability limit to 5% of the respective PO value as the aggregate liability details are not clear.</p>	<p>No change.</p>



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105	35	32. Bidder's Liability	Limitation of Liability	<p>Since there are blanket indemnities including for Financial losses, etc. it is important that the Bidder shall not be held liable for Indirect Losses. Hence modification to clause 30 is proposed as below:-</p> <p>In no event shall <b>either party</b> be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.</p>	No change.



SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
106	36	34. Inspection, Audit, Review, Monitoring & Visitation s	All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 2 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party.	Audits shall be conducted after giving 7 days prior written notice to the bidder. Audit shall be done only of the records pertaining the services provided by the bidder to the customer. If their is need to make copies of the audited records, the same be done only after obtaining prior permission of the bidder.	No change.
107	36	34. Inspection, Audit, Review, Monitoring & Visitation s	Inspection and Audit	Please confirm that Audit shall be restricted to scope of services only. Financial Information like pricing information, Board, Committee Minutes, etc. shall be out of scope of the Audit. The current clause is very borad.	No change.
108	37	35. Information Security	35. Information Security ...Bidder should comply with the Information Security Policy of the Bank....	Bank shall provide its Information Security Policy during the planning stage for the bidder to comply on the device configuration & hardening, Please confirm.	The Bank's Information Security Policy will be provided to successful bidder.





109	38	37. Termination	<p><b>Termination- Key Terms &amp; Conditions</b> Notwithstanding anything contain in this RFP, the Bank shall entitled to terminate the agreement with the service provider without assigning any reason at any time by giving 30 days prior written notice to the successful bidder . Bidder shall have to comply the same. Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party. i. has a winding up order made against it; or ii. has a receiver appointed over all or substantial assets; or iii. is or becomes unable to pay its debts as they become due; or iv. enters into any arrangement or composition with or for the benefit of its creditors; or v. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved. <b>Exit Option &amp; Contract Re-Negotiation</b> The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract ii. Substantial delay in delivery, performance or implementation of the solution beyond the specified period. iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)</p> <p>In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that</p>	<p>Please brief this in detail</p> <p>Notwithstanding anything contained in this RFP, Bank reserve the right to cancel the contract by giving 90 days notice period without assigning any reason as per its convenience.</p>	Please be guided by RFP.
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are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and services.

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



SNNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
110	42	48. Successful bidder to provide details of data:	48. Successful bidder to provide details of data: The successful bidder to provide to bank the details of data (related to bank and its customers) captured, processed and stored.	Requesting bank to provide clarification on this clause as bidder is not capturing any data pertaining to bank & its customers. Since bidder does not capture / process / store any data pertaining to bank & its customers, request to remove this clause.	No Change.
111	42	53. Skilled resources of successful bidder for core services:	Successful bidder to have provision to consider its skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations);	Please specify "Skilled resources" count and qualification	Please be guided by RFP.
112	93		ADDITIONAL QUERY ON WAF	How many applications shall be onboarded in this project?	List of Applications will be shared with the successful Bidder.
113	93		ADDITIONAL QUERY ON WAF	Will the application be onboarded in production in a per maintenance window or in a BIG-BANG?	Applications will be onboarded in production as per approved maintenance window.
114	93		ADDITIONAL QUERY ON WAF	Will L7 DOS protection be part of the scope?	The L7 DOS protection is part of scope
115	93		ADDITIONAL QUERY ON WAF	What's the scope of the audit after the implementation? Usually, we have UAT which will include the TMOS Hardening checklist. Will	Audit will be done during the contract period for the in-scope devices. Audit recommendations will be



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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
				that be different from what was asked?	implemented by the successful Bidder / existing Bank SI in consultation with OEM.
116	93		ADDITIONAL QUERY ON WAF	For the yearly audit, for how many years will F5 PS be doing the audit? Will F5 PS also be implementing any recommendations/fixes after the audit or will the partner be able to do so?	Every year Audit will be done to ensure all compliance and best practices are implemented and complied. Audit recommendations will be implemented by the successful Bidder / existing Bank SI in consultation with OEM.
117	87	Annexure 1: Bill of Material : Product with 3 years warranty sheet	ToR Switches-N6K-C63180YC-FX3	It is understood that the correct model is N9K-C93180YC-FX3 and not N6K-C63180YC-FX3. Please confirm and revise along with components	N6K-C63180YC-FX3 is not part of BoQ.
118	88	Annexure 1: Bill of Material : Product with 3 years	Branch Switches-C6200L-24T-4G-E	It is understood that the correct model is C9200L and not C6200L. Please confirm and revise along with components	C6200L-24T-4G-E is not part of BoQ.



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		warranty sheet			
119	89	Annexure 1: Bill of Material : Product with 3 years warranty sheet	Firewall with APT-CPAP-SG26200-PLUS- SNBT	It is understood that the correct model is CPAP-SG29200 and not CPAP-SG26200. Please confirm and revise along with components	APT-CPAP-SG26200-PLUS- SNBT is not part of BoQ.
120	92	Annexure 1: Bill of Material : Product with 3 years warranty sheet	F5-BIG-LTM-R12600- DS	It is understood that the correct model is F5-BIG-LTM-R12900 and not F5-BIG-LTM-R12600-DS.Please confirm and revise along with components	F5-BIG-LTM-R12600-DS is not part of BoQ.
121	NA	Annexure 1: Bill of Material : Product with 3 years warranty sheet	UCS-M7-MLB	UCS-M7-MLB for WAF Manager is not included in BOM as separate count. Please update if this is required to be considered as 1 each in DC and DR.	Requirement is clearly mentioned in the BoQ.
122	20		<ul style="list-style-type: none"><li>• Since all the components are critical; they need to be monitored on a 24*7*365 basis.</li></ul>	As per our understanding, all deployed devices will be monitored from NMS. Bidder	Monitoring will be done from the existing available NMS. Bidders scope will be to integrate



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				scope is to provide inputs required to NMS team to integrate it.	with NMS for successful monitoring.
123	GeM Bid Page No. 8	ADDITIONAL QUERY ON GEM		GeM document mentions AMC/ATS to be in range of 3% to 10% whereas RFP document mentions it to be in range of minimum 15%.  Kindly request the bank to provide clarity whether GeM document supercedes or RFP document.	Point mentioned in the RFP will prevail.
124	92	Annexure 1: Bill of Material : Product with 3 years warranty sheet	WAF & WAF Manager  F5-BIQ-VE-xx - BIG-IQ Virtual Edition Centralized Manager (24+32 BIG-IP Instances) F5-BIQ-VE-LOG-NODE - BIG-IQ Virtual Edition: Centralized Manager Data Collection Device	Our understand is Bank will provide the underlying infra , hypervisor, OS and db for the WAF central manager and WAF DCD proposed in this warranty sheet	Bidder needs to provide end to end solution for successful implementation and commissioning of in scope solutions.
125	89	Annexure 1: Bill of Material : Product with 3 years warranty sheet	Firewall with APT	Our understanding the existing Checkpoint central manager will be utilized to manage the proposed Checkpoint firewall. Kindly confirm	Checkpoint central manager will be utilized to manage the proposed Checkpoint firewall (the required integration with checkpoint manager will be done by the bidders by taking the services of OEM)



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SNNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
126	96	Annexure 1: Bill of Material : AMC/AT S Cost	Firewall with APT	Quantity mentioned in AMC sheet and implementation sheet for Firewall with APT solution is 6 (2 in DC and 4 in DR) whereas in page 89 product with 3 years warranty , quantity of Firewall with APT is 10 ( 6 quantity of 29200 and 4 quantity of 9800). Kindly clarify	Cost of Firewall with APT solution combined together must be mentioned in AMC and Implementation sheet.
127	97	Annexure 1: Bill of Material : Implementation sheet	Firewall with APT	Quantity mentioned in implementation sheet for Firewall with APT solution is 6 (2 in DC and 4 in DR) whereas in page 89 product with 3 years warranty , quantity of Firewall with APT is 10 ( 6 quantity of 29200 and 4 quantity of 9800). Kindly clarify	Cost of Firewall with APT solution combined together must be mentioned in AMC and Implementation sheet.
128	96	Annexure 1: Bill of Material : Implementation sheet	Implementation cost should be in the range of 7% to 10% of the respective product cost	Request Bank to remove the clause as it is OEM dependent	No change.
129	NA	ADDITIONAL QUERY ON LOCATIONS	General	Request Bank to share number of locations with complete details where branch switches needs to be deployed	Will be shared with the successful Bidder.



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130	NA	ADDITIONAL QUERY ON WAF	NA	Please share clarity on patch cords/passive cabling; we understand this components will be provided by bank ?	Bidder has to provide all necessary cables (ethernet, fiber, power , etc.) required for successful installation and commissioning of the component of RFP.
131	97	Annexure 1: Bill of Material : Buyback	Checkpoint Buyback 23500 Firewall	Please let us know the purchase date of the mentioned firewall for buyback	Will be shared with the successful Bidder
132	NA	ADDITIONAL QUERY ON WAF	General	Please share below mentioned details:  1. Total Number of Applications to be onboarded on WAF  2. Total Number of Rules / Policies configured on existing Firewall  3. Additional count of rules / policies to be configured on the new checkpoint firewall	Will be shared with the successful Bidder
133	NA	ADDITIONAL QUERY ON WAF	General	1. Please share the details of the existing F5 WAF and Checkpoint FW device.Make and model number  2. Is migration of configuration	Will be shared with the successful Bidder





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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
				from existing appliances required or this is a green field project	
134	NA	ADDITIONAL QUERY ON NMS	Service Level Measurement NMS	Default Tools Does bidder to provide the NMS software or CBI's existing NMS tool would be leveraged to fetch the uptime reports. Which NMS tool is bank currently using	Existing NMS software will be used, and the details will be shared with the successful Bidder.
135	NA	ADDITIONAL QUERY ON WAF	General	Will bank provide the underlying hardware required for deployment of Firewall centralized manager and WAF manager at DC and DR location or please let us know if bidder need to factor the underlying hardware cost	Bidder has to provide the underlying hardware for WAF manager at DC and DRC. Bank will provide the firewall centralized manager for firewall.
136	NA	ADDITIONAL QUERY ON WAF	General	Will bank provide the backup software / storage required for log backup of devices mentioned in RFP Please let us know the log retention period that we need to consider	Bidder has to make the provision of log retention and backup for 90 days.



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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
137	9	EMD	₹1,40,00,000/- (Rupees One Crore Forty Lakh Only) in the form of Bank Guarantee issued by a Scheduled Bank other than Central Bank of India for the entire period of Bid validity (120 days) plus 3 months	Request to clarify if the EMD is being exempted as per GeM GTC for a company having more than Rs. 500 Cr turnover in last 3 financial years.	As per General terms and conditions on GeM 4.0 dt 9 <sup>th</sup> August 2024 Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s) are exempted from submitting the EMD.
138	GeM Bid Page No. 5	ADDITIONAL QUERY ON GEM	Annual Maintenance Charges Frequency- Annually	Please keep Annual Maintenance Charges Frequency- Quarterly	No change.
139	GeM Bid Page No. 8	ADDITIONAL QUERY ON GEM	3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.	Request to please keep the AMC charges shall be offered within range of 10 to 15% of cost of equipment.	No change.
140		ADDITIONAL QUERY		According to the provisions outlined in the GFR-2017, there are specific conditions for the procurement of particular brands under the PAC category. However, this bid is not floated under PAC category. Additionally, the	This is a custom bid RFP designed for refresh and augment of multiple highly critical proprietary components including CISCO, and not limited to a single specific



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SNo.	RFP Page No.	RFP CLAUSE Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	BANK RESPONSE
				<p>selection of "MII purchase preference" as "Yes" is contradictory, as Cisco is categorized as a Non-Local Supplier. Moreover, as per the latest DPIIT gazette dated 19.07.2025 (Clause 3.1), all items identified by the DoT with sufficient local capacity and competition must be sourced exclusively from Class-1 suppliers (please find the copy enclosed). Ethernet switches (L2 &amp; L3) have been identified as such items by the DoT under S.No. 4 of their notification dated 21.10.2025 (copy enclosed). In light of the above, we kindly request that the bid be refloated under the PAC category if there is a requirement to procure Cisco exclusively. Alternatively, we suggest floating it as an open tender in accordance with GFR norms.</p>	<p>component. Considering the non-availability of required items in GeM catalogue, PAC bidding is not feasible to procure items as per Bank's requirement. As such, Bid was floated under custom bid with the incorporation of required PAC clause in ATC (Additional Terms &amp; Condition) which may kindly be referred. Bidder has to supply the components of different OEMs as specified in RFP.</p>

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**PRE BID QUERIES RESPONSE OF RFP FOR AUGMENT/ REFRESH OF NETWORK AND SECURITY EQUIPMENT AT DC, DRC AND BANK OFFICES**

Sr. No	Page #	Point / Section # / RFP Clause	Bidder's Query/Suggestion/Remarks	Banks Response (Bidder Should not fill in this column)  Legal
1	13-14	3. Earnest Money Deposit (EMD) / Bid Security	As per General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31st Jan 2024, point number 4. Enabling provisions of Rule 149 of General Financial Rules- 2017, sub point xiii. e-Bidding and Reverse Auction (RA) on GeM, further sub point, (m) v., Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s), Tata Consultancy Services is exempted from providing Earnest Money Deposit.	No Change



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2	14	<p>4. Performance Bank Guarantee</p> <p>i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in Annexure 12, for 5 % of the total project cost valid for 66 months, (5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.</p> <p>iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.</p>	<p>i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in Annexure 12, for 5 % of the total project cost valid for 66 months, (5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.</p> <p>iv. In the event of the Successful Bidder being unable to service the contract for <del>whatever</del> reasons <u>solely and directly attributable to it</u>, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for <del>whatever</del> reasons <u>solely and directly attributable to it</u>.</p>	No Change
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		<p>vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.</p> <p>viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.</p>	<p>vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.</p> <p>vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default <u>provided the failure is for the reasons solely and directly attributable to it.</u></p> <p>viii. The PBG may be discharged / returned by Bank upon <u>being satisfied that there has been completion of</u> due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.</p>	<p>No Change</p> <p>No Change</p>
3	14-17	<p>7: Scope of Work Bank has option to extend contract period for additional 2 years at the same prices quoted for AMC/ATS of 5th year for in scope components of this RFP.</p>	<p><u>Bank has option Both the parties with mutual consent may to</u> extend contract period for additional 2 years at <u>mutually agreed the same</u> prices <u>quoted for AMC/ATS of 5 th year for in scope components of this RFP.</u></p>	<p>No Change</p>



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4	17	<p>9: Project Timelines</p> <p>The Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if need arises.</p>	<p><del>Both the parties with mutual consent The Bank, at its discretion, shall have the right to</del> <u>may</u> alter the delivery schedule and quantities based on the implementation plan. <u>If that alteration in the delivery schedule and quantities increases the cost of the bidder, such cost shall be arrived at through the change order process wherein equitable adjustment shall be made in the delivery schedule and the costs in contract shall accordingly be amended. –This will be communicated formally to the Bidder during the implementation, if a need arises.</u></p>	No Change
5	19-22	<p>12.1 Service Level Agreements (SLA)</p> <p>Bidder's performance on Availability Service Level will be assessed against Minimum Expected Service Level requirement of 99.95% on monthly basis.</p>	<p>Bidder's performance on Availability Service Level will be assessed against Minimum Expected Service Level requirement of 99.95% on monthly basis.</p> <p><u>The time lost due to any of the following reasons shall be taken into account while calculating the availability/uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the</u></p>	No Change



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			<p><u>system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Bank such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/ or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by Bank (Bidder may also request Bank for a shutdown for maintenance purpose, which request will not be denied unreasonably by Bank); (g) Time taken for booting the system (h) Time lost due to unavailability of links (i) Mis-handling of system by any person other than Bidder's authorized representatives.</u></p>	No Change
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6	22	<p>13.Liquidated damage</p> <p>The successful bidder must strictly adhere to the implementation schedules for completing the assignments. Failure to meet these schedules, except for delays caused solely by the Bank, may constitute a material breach of the bidder's obligations. In the event the Bank is compelled to cancel the awarded contract due to the bidder's inability to meet the established delivery timelines, the Bank reserves the right to impose penalties, including but not limited to cancellation of the contract, forfeiture of any performance guarantees, and blacklisting the bidder from future engagements, as deemed appropriate.</p> <p>Penalty: The successful bidder shall agree to the penalties structure in accordance with the following:</p> <p>The Liquidated Damages (LD) shall be 1 % of amount for services or goods or both which have been delayed for each week or part thereof for delay until actual delivery and implementation. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. Once the maximum is reached, the Bank may consider</p>	<p>The successful bidder must strictly adhere to the implementation schedules for completing the assignments. Failure to meet these schedules, except for delays caused solely by the Bank, may constitute a material breach of the bidder's obligations. In the event the Bank is compelled to cancel the awarded contract due to the bidder's inability to meet the established delivery timelines, the Bank reserves the right to impose penalties, including but not limited to cancellation of the contract <del>and</del>, forfeiture of any performance guarantees, <del>and blacklisting the bidder from future engagements, as deemed appropriate.</del></p> <p><b>Penalty:</b> The successful bidder shall agree to the penalties structure in accordance with the following:</p> <p>The Liquidated Damages (LD) shall be <del>0.51</del> % of amount for services or goods or both which have been delayed for each week or part thereof for delay until actual delivery and implementation. However, the total amount of Liquidated Damages deducted will be pegged at <del>510</del> % of the <del>amount for services or goods which have been delayed</del> contract value. Once the maximum is reached, the Bank may consider termination of the contract and <del>other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.</del></p>	<p>No Change</p> <p>No Change</p>
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	<p>termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc. In this context Bank may exercise both the rights simultaneously and severally.</p> <p>In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.</p> <p>In case delay is attributable to Bank, proper evidence should be produced by Bidder.</p>	<p><del>In this context Bank may exercise both the rights simultaneously and severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.</del></p> <p>In case delay is attributable to Bank, proper evidence should be produced by Bidder.</p> <p><u>The overall liquidated damages Penalties under all the provisions of the contract shall not exceed 10% of the contract value.</u></p>	<p>No Change</p> <p>No Change</p>
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7	24	<p>15. Monitoring &amp; Audit Compliance with security best practices may be monitored by periodic computer security audits / /Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. The monthly uptime (previous month) report needs to be submitted by the successful bidder before 5th of Every month to Bank at no additional cost to the Bank.</p>	<p>Compliance with security best practices may be monitored by periodic computer security audits / /Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank <u>but not more than twice in a year</u>. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. The monthly uptime (previous month) report needs to be submitted by the successful bidder before 5th of Every month to Bank at no additional cost to the Bank</p> <p><u>The Bank will provide a notice of not less than 10 days before conducting any such audit. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The cost of the audit shall be borne by the Bank. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance</u></p>	<p>No Change</p> <p>No Change</p>
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with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The auditor should not be the competitor of the Bidder and should sign the confidentiality agreement with the Bidder and also



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			<u>follow the relevant policies before conducting such Audit.</u>	
8	27-28	21. Payment Terms	<p><b><u>Kindly add:</u></b></p> <p><u>All invoices and bills will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Bank and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Any dispute regarding the invoice will be communicated to the selected bidder within 10 days from the date of receipt of the invoice else the invoice is deemed to have been accepted by the Bank.</u></p>	No Change



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9	28-30	<p>22. AMC &amp; ATS and Warranty Costs</p> <p>Bidder shall provide the maintenance (Warranty, AMC &amp; ATS) for a period of five years from the date of successful installation of the product in CBoI network. Warranty period for the new components should be for the first three years for which the cost should be factored in the Product cost and AMC/ATS shall be factored for the subsequent two years.</p> <p>If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to the Bank</p> <p>Further provided that the Bank may, during the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to continue to</p>	<p>Bidder shall provide the maintenance (Warranty, AMC &amp; ATS) for a period of five years from the date of successful installation of the product in CBoI network. Warranty period for the new components should be for the first three years for which the cost should be factored in the Product cost and AMC/ATS shall be factored for the subsequent two years.</p> <p><u>Bank shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the software.</u></p> <p><u>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the Bank. Warranty shall not cover any enhancements or changes in the software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if</u></p>	
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	<p>warrant or maintain the goods at the new location without any other additional cost to the Bank</p> <p>In case the Bank desires to get the services delivered by their appointed Bidder or System Integrator, then the OEM shall transfer such services to that preferred Bidder at no additional cost to the Bank.</p> <p>Provide all future software upgrades and patches for all components of the solution and assist the Bank or its System Integrator to install the same if Bank desires during period of contract at free of cost.</p> <p><b>Fixed Price</b></p> <p>The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.</p> <p><b>Taxes</b></p> <p>3. Goods and Services Taxes (GST) and its Compliance:-</p> <p>iv. If bidder as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or</p>	<p><a href="#">there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the Bank without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by Bank in connection with the preparation of the deliverable.</a></p> <p><a href="#">In case of breach of this warranty, Bank's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the Bank if already paid by the Bank.</a></p> <p><a href="#">The following are the exclusions and limitations to Hardware Warranty</a></p> <p><b><a href="#">Warranty exclusions:</a></b></p> <p><a href="#">This warranty excludes defects attributable to external factors beyond the Bidder's control.</a></p>	<p>No Change</p>
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		<p>rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.</p>	<p><a href="#">including power supply fluctuations, or the Bank's alterations, misuse or negligence.</a></p> <p><b><a href="#">Limitations to Warranty:</a></b></p> <p>a) <a href="#">If any of the Deliverables have been tampered with or altered by any unauthorised person from the Bank's side, either by way of retrofitting or otherwise, the warranty provided by the bidder shall be rendered void to that extent.</a></p> <p>b) <a href="#">If the Bank uses any of the Deliverables in disregard to any operating instructions, the warranty shall be rendered void to that extent.</a></p>	
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c) Any abuse, negligent use or misuse of any of the Deliverables shall render the warranty void to that extent.

EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BANK, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.

If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to the Bank

Further provided that the Bank may, during the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank

In case the Bank desires to get the services delivered by their appointed Bidder or System Integrator, then the OEM shall transfer such services to that preferred Bidder at no additional cost to the Bank.

Provide all future software upgrades and patches for all components of the solution and assist the Bank or its System Integrator to install the same if Bank desires during period of contract at free of cost.

**Fixed Price**

No Change



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			<p>placement of order, during currency of the project only.</p> <p><b>Taxes</b></p> <p>3. Goods and Services Taxes (GST) and its Compliance:-</p> <p>iv. If bidder as the case may be, is blacklisted in the GST (Goods and Services Tax) portal <del>or rating of a supplier falls below a mandatory level,</del> as decided time to time may be relevant ground of cancellation of Contract.</p>	No Change
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15	30	<p>23.Order Cancellation</p> <p>Bank reserves its right to cancel the order in the event of one or more of the following situations:</p> <ol style="list-style-type: none"><li>1. Delay in delivery beyond the specified period for delivery.</li><li>2. Serious discrepancy in hardware noticed during Installation or during maintenance period</li><li>3. Any other lapse pertaining to the order.</li></ol> <p>In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages by foreclosing the performance bank guarantee.</p>	<p>Bank reserves its right to cancel the order in the event of one or more of the following situations:</p> <ol style="list-style-type: none"><li>1. Substantial delay in delivery beyond the specified period for delivery provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</li><li>2. Serious discrepancy in hardware noticed during Installation or during maintenance period.</li><li>3. <del>Any other lapse pertaining to the order.</del></li></ol> <p>In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages by foreclosing the performance bank guarantee.</p>	No Change
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16	30-33	<p>24.Indemnity</p> <p>The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p>a) Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p>	<p>The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including <u>reasonable</u> attorney's fees) relating to, resulting directly <del>or indirectly</del> from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p>a) Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>b) Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or</p>	No Change
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	<p>b) Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.</p> <p>c) An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or</p> <p>d) Claims made by employees or sub-contractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or</p> <p>e) Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>f) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or vii. Breach of confidentiality obligations of the Bidder contained in this RFP or;</p>	<p>such other statutory infringements in respect of all components provided to fulfil the scope of this project.</p> <p><del>c) — An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or</del></p> <p><del>d) Claims made by employees or sub-contractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or</del></p> <p><del>e) — Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del></p> <p><del>f) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or vii) Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</del></p> <p><del>g) — Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.</del></p>	<p>No Change</p> <p>No Change</p> <p>No Change</p> <p>No Change</p> <p>No Change</p>
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	<p>any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or</p> <p>g) Negligence or gross misconduct attributable to the Bidder or its employees, agent or subcontractors.</p> <p>h) The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however, (i) The Bank notifies the Bidder in writing immediately on aware of such claim, (ii) The Bidder has sole control of defense and all related settlement negotiations, (iii)The Bank</p>	<p><del>h)</del> The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however, (i) The Bank notifies the Bidder in writing immediately on aware of such claim, (ii) The Bidder has sole control of defense and all related settlement negotiations, (iii) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to</p>	
	<p>provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv)The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.</p>	<p>the Bank"s (and/or its customers, users and Bidders) rights, interest and reputation.</p> <p><del>The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.</del></p> <p>Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs,</p>	<p>No Change</p>



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	<p>The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.</p> <p>Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:</p> <p>i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.</p> <p>ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other</p>	<p>damages, expenses, <del>action,</del> suits and other proceedings, suffered by bank due to the following reasons:</p> <p>i. that the Deliverables and Services delivered or provided under this Agreement infringe a <u>third party</u> patent, utility model, industrial design, copyright, trade secret, mask work or trademark <u>issued or registered in India in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.</u></p> <p>ii. all claims, losses, costs, damages, expenses, <del>action,</del> suits and other proceedings resulting from infringement of any <u>third party</u> patent, trade-marks, copyrights etc. <del>or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source,</del> provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:</p> <p>a. The Bidder has sole control of the defense and all related settlement negotiations.</p> <p>b. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the</p>	<p>No Change</p> <p>No Change</p>
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		statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of	rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration	
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	<p>all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:</p> <p>a. The Bidder has sole control of the defense and all related settlement negotiations.</p> <p>b. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations</p> <p>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same); (ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such</p>	<p>awarded damages and shall exclude indirect and incidental damages and compensations.</p> <p>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same); (ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or (v) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.</p> <p>In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or</p>	
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	<p>Bank materials or provided material; (iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or (v) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable</p>	<p>otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) Procure for Bank the right to continue using such Deliverable; (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation</p>	
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	<p>furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.</p> <p>In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) Procure for Bank the right to continue using such Deliverable; (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is noninfringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters</p>	<p>for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.</p> <p>The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney"s fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</p>	
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related to infringement of third party intellectual property rights.

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

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17	33	<p>25. Confidentiality &amp; Non-Disclosure The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the</p>	<p>The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank.</p>	
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	<p>premises of the Bank are liable to follow the rules and regulations of the Bank.</p> <p>As the bidder providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.</p> <p>The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.</p> <p>The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.</p> <p><b>Guarantee on Software License</b></p> <p>The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.</p>	<p>As the bidder providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.</p> <p>The bidder should undertake to maintain confidentiality of the Banks information <del>even for a period of 2 years</del> after the termination / expiry of the <del>C</del>contracts.</p> <p>The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder <u>on mutually agreed terms and conditions</u> within a period of 21 days from, the date of acceptance of purchase order.</p> <p><b>Guarantee on Software License</b></p> <p>The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.</p>	<p>No Change</p> <p>No Change</p>
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18	33- 34	<p>26.Force Majeure</p> <p>The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.</p> <p>In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause</p>	<p>The parties shall not be liable for default or nonperformance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.</p> <p>In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within seven business days. Unless otherwise directed by the other party, the party pleading Force Majeure</p>	
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	<p>thereof immediately within seven business days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/dischage other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.</p> <p>In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered upto the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.</p>	<p>shall continue to perform/render/dischage other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.</p> <p>In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. <u>If no solution is arrived at between the parties, either Party may terminate the Contract with a notice to the other Party.</u> However bidder shall be entitled to receive payments for all services actually rendered up to the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.</p>	<p>No Change</p>
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19	34	<p>27.Resolution of Disputes</p> <p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving as per the agreed scope between the parties.</p>	<p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations <u>which are practically feasible and are not the subject of the dispute in the arbitration proceedings</u> and the Bank will continue to pay for all products and services <u>which are provided by the Bidder as per the agreed scope between the parties and</u> that are accepted by it., <del>provided that all products and services are serving as per the agreed scope between the parties.</del></p>	No Change
21	35	<p>30. Assignment</p> <p>Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with</p>	<p>Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/subcontractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; <del>(iii) termination of the contract with Bidder for any reason whatsoever;</del>(iv) <del>expiry of the contract. Such right shall be without prejudice to</del></p>	No Change



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	<p>Bidder for any reason whatsoever;(iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.</p>	<p><del>the rights and remedies, which the Bank may have against Bidder.</del> Bidder shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.</p>	
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22	35	<p>31. Execution of Contract, SLA &amp; NDA</p> <p>The bidder and Bank should execute</p> <ol style="list-style-type: none"><li>1. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and</li><li>2. Non-disclosure Agreement.</li><li>3. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.</li><li>4. The term of the contract shall be for a period of 5 years from the date of signing of contract.</li></ol>	<p>The bidder and Bank should execute</p> <ol style="list-style-type: none"><li>1. Contract, which would include all the services and terms and conditions <del>of the services to be extended as detailed herein and as may be prescribed by the Bank</del> <u>as mutually agreed by the Parties</u> and</li><li>2. Non-disclosure Agreement <u>as mutually agreed by the Parties.</u></li><li>3. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.</li><li>4. The term of the contract shall be for a period of 5 years from the date of signing of contract.</li></ol>	<p>No Change</p> <p>No Change</p>
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23	35- 36	32.Bidder's Liability The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable	The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall <u>not exceed the amount paid to Bidder by Bank in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose).</u> <del>be at actuals and limited to the value of the contract.</del> The Bidders liability in case of claims against the Bank resulting from <u>willful</u> misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) <del>or breach of</del>	No Change
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for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

~~confidentiality obligations~~ shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

In no event Bidder shall be liable, whether in contract, tort, or otherwise, for any special, punitive, indirect, exemplary, consequential, speculative or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries, including without limitation, loss of use, data, profits, revenues, business, goodwill, reputation and for any claims of customers of the Bank or other third parties claiming through the Bank arising under or in connection with this Agreement even if Bidder has been advised in advance of their possibility.

Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing

No  
Change

No  
Change



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its obligations due to such failure or delay on the part of or on behalf of the Bank, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Bank for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.



24	36	<p>33. Information Ownership</p> <p>All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-</p>	<p>All information transmitted by <u>the Bank to the</u> successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the <u>Bank's</u> information or rights to redistribute the information unless and until written approval sought in this regard <u>provided however such rights shall be granted without the need for approval to the extent required for the Bidder to perform its services.</u> The Bidder understands that civil, <del>eriminal,</del>—or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be <u>notified to the Bidder as being sensitive and be</u> protected by the successful Bidder from unauthorized disclosure, modification or access. <del>The bank's decision will be final if any unauthorized disclosure have encountered.</del> Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without</p>	<p>No Change</p> <p>No Change</p>
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contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.





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25	36-37	<p>34. Inspection, Audit, Review, Monitoring &amp; Visitations</p> <p>All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 2 audits per year, to audit, examine, and make excerpts or</p>	<p>All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 2 audits per year, to audit, examine, and make excerpts or</p>	
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transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

a. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

a. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

b. Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or



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	<p>b. Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.</p> <p>c. Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.</p>	<p>review reports and finding made on the service provider in conjunction with the services performed for the bank.</p> <p>c. Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.</p> <p>d. Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. <del>Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER.</del> Bank shall also periodically</p>	No Change
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	<p>d. Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. sBank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank’s internal or external auditors, or by agents appointed by the Bank.</p> <p>e. Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder’s cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder’s ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.</p> <p>Monitoring Compliance with Information security best practices may be monitored by</p>	<p>commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank’s internal or external auditors, or by agents appointed by the Bank.</p> <p>e. Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder’s cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder’s ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.</p> <p>Monitoring Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and</p>	
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	<p>periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's</p>	<p>audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited by prior notice to the Bidder.</p> <p>Visitations The Bank shall be entitled to, either by itself or its authorized representative, visit any of the</p>	
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	<p>facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited by prior notice to the Bidder.</p> <p>Visitations The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises by prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/documents\required by the Bank.</p>	<p>Bidder's premises by prior notice to ensure information provided by the Bank is not misused. shall cooperate with the representative(s) of the Bank and shall provide all documents\required by the Bank.</p>	
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27	38-40	<p>37.Termination</p> <p>Termination for Default</p> <p>The Bank, without prejudice to any other remedy for breach of contract, by 30 (Thirty) days written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:</p> <p>a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;</p> <p>b. If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</p>	<p>Termination for Default</p> <p>The Bank, without prejudice to any other remedy for breach of contract, by 30 (Thirty) days written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:</p> <p>a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;</p> <p>b. If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</p>	
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	<p>c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</p> <p>Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.</p> <p>In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to vendor; but disputed payment shall be discussed and will be paid once the dispute is resolved.</p> <p>Termination for Insolvency If either party becomes bankrupt or insolvent, has a receiving order issued</p>	<p>c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</p> <p><u>Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 30 days provided for curing such breach.</u></p> <p>Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.</p> <p>In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to vendor; but disputed payment shall be discussed and will be paid once the dispute is resolved.</p> <p>Termination for Insolvency</p>	<p>No Change</p>
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	<p>against it, with its creditors, or, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the</p>	<p>If either party becomes bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.</p>	
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	<p>contract for which services have been rendered by the Selected Bidder.</p> <p>Termination- Key Terms &amp; Conditions Notwithstanding anything contain in this RFP, the Bank shall entitled to terminate the agreement with the service provider without assigning any reason at any time by giving 30 days prior written notice to the successful bidder . Bidder shall have to comply the same</p> <p>Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party.</p> <p>i. has a winding up order made against it; or ii. has a receiver appointed over all or substantial assets; or iii. is or becomes unable to pay its debts as they become due; or iv. enters into any arrangement or composition with or for the benefit of its creditors; or v. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>Exit Option &amp; Contract Re-Negotiation</p> <p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p>	<p>Termination- Key Terms &amp; Conditions Notwithstanding anything contain in this RFP, <del>the Bank</del><u>either party</u> shall <u>be</u> entitled to terminate the agreement with the <del>service provider</del><u>other party</u> without assigning any reason at any time by giving <del>60 30</del> days prior written notice to the <del>successful bidder</del><u>other party</u> . <del>Bidder shall have to comply the same</del></p> <p>Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party.</p> <p>i. has a winding up order made against it; or ii. has a receiver appointed over all or substantial assets; or iii. is or becomes unable to pay its debts as they become due; or iv. enters into any arrangement or composition with or for the benefit of its creditors; or OR v. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>Exit Option &amp; Contract Re-Negotiation</p> <p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <p>i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract</p> <p>ii. Substantial delay in delivery, performance or implementation of the solution beyond the specified</p>	<p>No Change</p>
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	<p>i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract</p> <p>ii. Substantial delay in delivery, performance or implementation of the solution beyond the specified period provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</p> <p>iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy</p>	<p>period provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</p> <p>iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)</p> <p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder</p>	
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	<p>the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)</p> <p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank"s deliverables, maintenance and services.</p> <p>Notwithstanding anything contained in this RFP, Bank reserve the right to cancel the</p>	<p>will be expected to continue to provide services to the Bank as per the contract <u>which are practically feasible and are not the subject of the dispute in the arbitration proceedings</u>. Bank will continue to pay for all products and services that are <u>provided by the Bidder as per agreed scope between the parties and accepted by it</u> <del>provided that all products and services as serving as per the agreed scope between the parties</del>. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank"s deliverables, maintenance and services.</p> <p>Notwithstanding anything contained in this RFP, Bank reserve the right to cancel the contract by giving 90 days written notice period without assigning any reason as per its convenience.</p> <p><u>In such case, Bank shall pay the following amounts to the Bidder:</u></p>	<p>No Change</p> <p>No Change</p>
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		<p>contract by giving 90 days written notice period without assigning any reason as per its convenience.</p>	<p>a) <u>The Contract Price, properly attributable to the parts of the system/project executed by the Bidder as of the date of termination including also the work in progress, up to the date of termination. The term "work in progress" shall include but not limited to the value of deliverables/services meant for delivery to the Bank (i) for which service delivery process was initiated by the Bidder or its vendor prior to the date of notice of termination of Contract; or (ii) order was placed by the Bidder on its vendors, prior to the date of notice of termination.</u></p> <p>b) <u>The cost of satisfying all other obligations, commitments and claims that the Bidder may in good faith have undertaken with third parties in connection with the Contract.</u></p>	<p>No Change</p>
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			<p>c) <u>The cost of all the material, hardware, equipments, and manpower etc, purchased and/or employed by the Bidder for performing its obligations under the Contract.</u></p> <p>d) <u>The cost of removing all Bidder's Equipment from the site, repatriate the Bidder's and its Subcontractors" personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind.</u></p> <p>e) <u>The cost of meeting any other obligations towards the Bank due to such termination.</u></p>	No Change
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29	40	<p>39. Governing Law and Jurisdiction</p> <p>Statutory and Regulatory Requirements The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.</p>	<p>Statutory and Regulatory Requirements The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. <del>This requirement shall supersede the responses provided by the Bidder in the technical response.</del> During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports <del>without</del> <u>anyat an</u> additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at <del>no an</del> extra cost to the bank during the tenure of the contract</p>	No Change
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30	40-41	<p>40. Compliance with Laws</p> <p>1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work.</p>	<p>1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work. <u>If any compliance with future laws increase the Bidder's cost, then such costs shall be paid by the Bank.</u></p>	No Change
31	45	<p>41.Violation of Terms</p> <p>The Bank clarifies that the bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.</p>	<p><del>The Bank clarifies that the bank</del> <u>Either Party</u> shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the <del>other Party bidder</del> from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the <del>bank non-defaulting Party</del> 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 <u>subject to liability provisions.</u></p>	No Change





32	41	<p>42. Corrupt &amp; Fraudulent Practices</p> <p>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:</p> <p>“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</p> <p>“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Bidders (prior to or after offer submission) designed to establish offer prices at artificial non -competitive levels and to deprive The Bank of the benefits of free and open competition.</p> <p>The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm</p>	<p>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:</p> <p>“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</p> <p>“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Bidders (prior to or after offer submission) designed to establish offer prices at artificial noncompetitive levels and to deprive The Bank of the benefits of free and open competition.</p> <p>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. <u>In case of successful Bidder, the Bank reserves the right to terminate the Agreement immediately and forfeit the Performance Bank Guarantee 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</u></p>	No Change
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		ineligible, either indefinitely or for a stated period of time, to be		
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		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.	<del>fraudulent practices in competing for or in executing the contract.</del>	
33	42	47. Effective access by bank to all record  Bank should have effective access to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the successful bidder during the period of contract.	Bank should have effective access to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the successful bidder during the period of contract.	No Change
34	42	52. Prior approval / consent of bank for use of sub- contractors  Successful bidder to take prior approval/ consent of the bank for use of sub- contractors for all or part of an outsourced activity.	Successful bidder to take prior approval/ consent of the bank for use of sub-contractors for all or part of an outsourced activity <u>which approval shall not be unreasonably withheld.</u>	No Change
35	43	53. Skilled resources of successful bidder for core services  Successful bidder to have provision to consider its skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical	Successful bidder to have provision to consider its skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies <u>(including pandemic situations);</u>	No Change

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		functions can work on-site during exigencies (including pandemic situations);		
36	44	<p>62. Signing of Contract</p> <p>The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.</p>	<p>The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank <u>om mutually agreed terms and conditions</u>, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.</p>	No Change
37	46	<p>Annexure 3: Conformity Letter</p> <p>Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as "RFP DOCUMENT") issued by Central Bank of India ("Bank") we hereby covenant, warrant and confirm as follows:</p>	<p>Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as "RFP DOCUMENT") issued by Central Bank of India ("Bank") we hereby covenant, warrant and confirm as follows:</p>	



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		<p>We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.</p> <p>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</p>	<p><u>Subject to the deviations submitted along with the bid proposal, <del>W</del>we hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.</u></p> <p>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. <u>We also agree that in such case Bank reserves its right to reject the bid, however, EMD will not be forfeited by the Bank.</u></p>	<p>No Change</p> <p>No Change</p>
38	48	<p>68. Annexure 6: Letter for Conformity of Product as per RFP</p> <p>We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us</p>	<p>We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract <u>in the prescribed form on mutually terms and conditions.</u> Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us</p>	<p>No Change</p>



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39	52-56	<p>72. Annexure 10: Integrity Pact</p> <p><b>Section 3- Disqualification from tender process and exclusion from future contracts</b></p> <p>If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is attached as Annexure-14.</p> <p>Section 4 – Compensation for Damages (1) If the Principal has disqualified the Bidder(s) from</p>	<p><b>Section 3- Disqualification from tender process and exclusion from future contracts</b></p> <p>If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is attached as Annexure-14.</p> <p>Section 4 – Compensation for Damages (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the</p>	No Change
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	<p>the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.-</p> <p>(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the amount equivalent to Performance Bank Guarantee.</p> <p>Section 5 – Previous transgression (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anticorruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.</p> <p>(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.</p> <p>Section 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for</p>	<p>Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.-</p> <p>(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the <del>Contract value or the</del> amount equivalent to Performance Bank Guarantee.</p> <p>Section 5 – Previous Transgression (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.</p> <p>(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.</p> <p>Section 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor <del>6+2</del> months after the last payment under the contract, and for all other Bidders <del>2-6</del> months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged /</p>	
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all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.



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40	57-60	<p>73. Annexure 11: Non-Disclosure Agreement</p> <p>2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have</p>	<p>2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to</p>	
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	<p>access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Nondisclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these</p> <p>4. Term:</p> <p>Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.</p> <p>6. Return of Confidential Information:</p> <p>Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.</p> <p>11. Indemnity:</p>	<p>have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants, <u>employees, sub contractors, auditors ("Representatives")</u> only if <del>the consultants</del><u>such Representatives</u> has executed a Nondisclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these</p> <p>4. Term:</p> <p>Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential <del>until it reaches the public domain in the normal course</del><u>for a period of 2 years after the termination or expiry of the Agreement.</u></p> <p>6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. <u>The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.</u></p> <p><del>11. Indemnity</del></p>	<p>No Change</p> <p>No Change</p> <p>No Change</p>
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The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

~~The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.~~

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42	67-68	78. Annexure 16: Undertaking letter (Land Border Sharing)		
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		<p>We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.</p>	<p>We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and <del>initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.</del></p>	No Change
43	69	<p>79. Annexure 17: Cover Letter</p> <p>2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.</p>	<p>2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document <u>subject to the deviations submitted along with the bid proposal.</u></p>	No Change



44	74-81	<p>83. Annexure 21: Guidelines on banning of business dealing</p> <p><b>6. Ground on which Banning of Business Dealings can be initiated</b></p> <p><b>8</b></p> <p>6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;</p> <p>6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;</p> <p>6.13 Continued poor performance of the Agency in several contracts;</p> <p>6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or</p>	<p><b>6. Ground on which Banning of Business Dealings can be initiated</b></p> <p><del>6.9—If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;</del></p> <p><del>6.10—Wilful indulgence by the Agency in supplying substandard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;</del></p> <p><del>6.13—Continued poor performance of the Agency in several contracts;</del></p> <p><del>6.14—If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.</del></p>	No Change
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		<p>damages the Bank's properties including land, water resources, forests / trees, etc.</p> <p>(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).</p>	<p><del>(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).</del></p>	No Change
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45	82	<p>84. Annexure - 22 [Undertaking of Information Security from Bidder]</p> <p>We hereby undertake that the proposed product 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 software being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.</p> <p>We also undertake that :- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring</p>	<p>We hereby undertake that the proposed product to be supplied will be free of <u>known</u> malware, free of any obvious bugs and free of any covert channels in the code (of the version of the software being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.</p> <p>We also undertake that :- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from <u>the existing this</u> contracts.</p>	No Change



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		due to the above may be recovered from the existing contracts.		
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46		Additional Clause	<b>Co-ordination</b>  BANK will provide timely clarifications and feedback sought by Bidder's Consultants during the period of the Agreement. BANK will allocate a Project Coordinator to interact with Bidder, fix appointments with various BANK Personnel and provide local assistance to Bidder's Consultants. The Project Coordinator will have necessary authorization from BANK to take decisions and give timely approvals as per the need of the project.	Please be guided by RFP.
47		Additional Clause	<b>Assistance</b>  The BANK will ensure, through its Project Coordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the <u>Bank</u> , before the service is undertaken by Bidder.  Necessary and sufficient time will have to be spent by Users in BANK with Bidder personnel during this stage of the Agreement.	Please be guided by RFP.





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48		Additional Clause	<b>Methodology, Tools and Techniques</b>  Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BANK will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.	Please be guided by RFP.
49		Additional Clause	<b>Travel and Related Expenses</b>  Should the assignment require any travel by any Vendor expert outside their respective base location(s), the Bank will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.	Please be guided by RFP.
50		Additional Clause	<b>Additional Support and Services</b>  In case the Bank requires any additional support in execution of its tasks in respect of the Agreement, it shall be provided to them by Bidder on availability basis at its then current market rate.	Please be guided by RFP.
51		Additional Clause	<b>Acceptance of Deliverables</b>  Bank will carry out acceptance of deliverables (for the deliverables which are subject to acceptance	Please be guided by RFP.



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			<p>procedure) as per the schedule presented in the accompanying Technical Proposal.</p> <p>The software will be delivered/installed for acceptance to Bank as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of Bank. Bank will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by Bank. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by Bank, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. Bank will confirm acceptance in writing to Bidder. The Bank shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by Bank if the Bank (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance</p>
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			<p>of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</p> <p>Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the Bank. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.</p>	
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52		Additional Clause	<p><b>Change Management Procedure</b></p> <p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BANK to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BANK for its approval within a reasonable time period. Bidder will incorporate the change after receiving the Bank's written approval. In case of delay in approval by the Bank, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the Bank. These will be evaluated jointly by the BANK and Bidder and will be provided by the BANK at no cost to Bidder.</p>	Please be guided by RFP.
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53		Additional Clause	<b>Cost Escalation</b>  Bidder will monitor the cost components related to the Contract. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the Bank, non-availability of facilities at the Bank, increase in the scope of the agreed Change-Requirements or increase in the Bank's Implementation support requirements etc., Bidder will bring this to the attention of the Bank. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	Please be guided by RFP.
54			<b>Nonexclusively</b>  Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under the Contract.	Please be guided by RFP.



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55		Additional Clause	<b>General Indemnity</b>  Bank will, during the period of the coverage of the Agreement, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the Bank by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.	Please be guided by RFP.
56		Additional Clause	<b>Non-employment</b>  The Bank will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the Agreement, for the term of the Agreement and for two years from the completion of the Agreement arising herefrom.	Please be guided by RFP.
57	28	21)Payment Terms:-AMC/ATS amount payable would be paid quarterly in arrears at the end of each quarter.	Request Bank to consider Payment terms as Annually in Advance	No Change



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58	22	13)Liquidated damage :- The Liquidated Damages (LD) shall be 1 % of amount for services or goods or both which have been delayed for each week or part thereof for delay until actual delivery and implementation. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. Once the maximum is reached,	Bidder requests that the total LD and all Penalties under this contract should be capped at 5% of the Total Contract Value	No Change
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सेन्दल बैंक ऑफ़ इंडिया  
Central Bank of India

1911 से आपके लिए "केन्द्रित" "CENTRAL" TO YOU SINCE 1911

RFP for Augment/Refresh of Network and Security Equipment at  
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		the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.		
59	30	23)Order Cancellation :- Bank reserves its right to cancel the order in the event of one or more of the following situations: 1. Delay in delivery beyond the specified period for delivery. 2. Serious discrepancy in hardware noticed during Installation or during maintenance period 3. Any other lapse pertaining to the order. In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages by foreclosing the performance bank guarantee.	Before cancellation of order, the bidder should be given an opportunity of being heard and the final decision should be taken post such discussions.	No Change
60	19	9. Project Timelines	We request bank to increase delivery timeliness to 20 weeks and installation timelines to 10 weeks.	No Change