Bank of Maharashtra

(One Family…   One Bank…   Mahabank)

REQUEST FOR PROPOSAL

FOR

PROCUREMENT, IMPLEMENTATION AND MAINTENANCE OF

ENTERPRISE WIDE ANTIVIRUS SOLUTION

RFP 132015

Head Office, 'LOKMANGAL'
1501, Shivaji Nagar, Pune – 411 005

Cost of Tender Document: Rs.25,000/-

Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means ' Bank of Maharashtra'

2. Bidder means the respondent to the RFP document.

3. SI means 'System Integrator'.

4. RFP means the Request for Proposal document

5. DC means Data Center, DR / DRC/ DRS means Disaster Recovery Site

6. SOC means Security Operations Center……….

7. SIEM means Security Information and Event Management.

8. CBS means Core Banking Solution implemented in the Bank

9. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.

10. Bidder / Respondent – Signifies those who purchase this tender document and submits response to it.

11. OEM means Original Equipment Manufacturer.

12. Distribution Node means the intermediate PC which collects updates from Solution Server and Pushes to clients.

13. Client means the Enterprise Antivirus software running at every machine

Contents

1. Invitation to the Tender

Tender for the Procurement, Implementation and Maintenance of

Enterprise Wide Antivirus Solution

This is to inform that Bank of Maharashtra (BoM) intends to implement Enterprise Antivirus Solution. This would cover the phases from supply, installation, commissioning, Integration, Implementation and maintenance of the Enterprise Antivirus Solution along with other services, training and documentation as specified by the Bank.

The bidders are expected to examine all instructions, forms, terms, BOM project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee, mentioned in the important information regarding bid submission, by demand draft in favour of Bank of Maharashtra and payable at Pune.

Important information regarding Bid submission

Tender Reference	
Price of Tender copy	**Rs. 25,000 /- (Non Refundable)**
Date of commencement of issue of tender document	13/01/2016
Date of closure of tender document	04/02/2016 **up to 14:00 hours**
Bid Security Deposit (EMD) – See Section 5.3	**Rs. 10,00,000/- (Rupees Ten Lacs Only)**
Queries to be mailed by	20/01/2016
Pre Bid Meeting	22/01/2016 at 15:00 hours
Last Date and Time for receipt of tender offers	04/02/2016 **up to 14:00 hours**
Date of opening of technical bids	04/02/2016 **up to 16:00 hours**
Address of Communication	Deputy General Manager, Information Technology Bank of Maharashtra, IT Department, Head Office, "Lokmangal" 1501, Shivajinagar PUNE – 411 005.
Contact Telephone Numbers	*(020) 25536051 / 25532731- 35*

Fax No.	*(020) 2552 1568*
E-mail Id	*sachin.shintre@mahabank.co.in*
	Prasad.thakur@mahabank.co.in
Website	www.bankofmaharashtra.in

The copy of RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of **Rs.25,000/- (Non Refundable)** by way of Demand Draft favoring "BANK OF MAHARASHTRA" payable at Pune.

The Bank reserves the right to reject any or all offers without assigning any reason.

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on 22/01/2016 at 15:00 hours at Bank of Maharashtra, Head Office, Pune. In case the prospective Bidder downloads the document from website of the Bank, the cost of tender document shall be paid along with the Bid response. However in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same shall not be mixed with Technical / Commercial bid. It shall be in separate cover to be handed over to the department.

Tender offers will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document.

General Manager
Information Technology

2.   Introduction

Bank of Maharashtra is a public sector bank with a standing of more than 75 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. Bank of Maharashtra, a leading Public Sector Bank has 1891 fully computerized branches spread across the country. In the state of Maharashtra itself it has more than 1000 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters.

The bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like demat, lockers and merchant banking etc.

The Bank has also implemented its CORE BANKING SOLUTION across all branches.

The rise of widespread worms and malicious code targeting known vulnerabilities on un-patched systems causes downtime and unnecessary expense. To gain better control over information assets and to create a consistently configured environment that is secured against known vulnerabilities in operating system and application software, The Bank proposes to implement and maintain Enterprise Antivirus solution. The Bank intends to issue this bid document to the bidders to participate in the competitive bidding for procurement, implementation and maintenance of Enterprise Antivirus.

The Period of Contract shall be for a period of **3** years. **The contract tenure for the Solution will commence after acceptance of the Solution by the Bank.**

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a Bidder for implementing and maintaining the Enterprise Antivirus Solution.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document.

2.1   Information Provided

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

2.2 For Respondent only

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

2.3 Disclaimer

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

2.4 Costs Borne by Respondents

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

2.5 No legal relationship

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

2.6 Recipient obligation to inform itself

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

2.7 Evaluation of offers

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

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

2.8 Errors and Omissions

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

2.9 Acceptance of terms

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

RFP Response terms

2.10 Lodgment of RFP Response

2.10.1 Tender Fee

The non-refundable tender fee as mentioned in section 1 above shall be paid by way of Demand Draft favoring Bank of Maharashtra, Payable in Pune, which is nonrefundable, must be submitted separately along with RFP response

2.10.2 RFP Closing date

RFP Response shall be received by the officials indicated not later than the date and time mentioned in Section 1 of this RFP.

2.11 Late RFP policy

RFP responses received after the deadline for lodgment of RFPs at the address mentioned will not be accepted by the Bank and hence bidders are advised to submit their responses within the time and no excuses / reasons for delay will be accepted by the Bank.

2.12 RFP Validity period

RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date. The Bank / its subsidiaries shall have the right at its sole and absolute discretion to continue the assignment / contract on the selected bidder for future requirement on the rates finalized in this processing for various items / activities as described in the Price Bid after expiry of current assignment period.

2.13 Requests for information

The bidders are required to direct all communications for any clarification related to this RFP, to the Bank officials as mentioned in Section 1 of this document and in writing. All queries relating to the RFP, technical or otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication initiated by respondents later than five business days prior to the due date for lodgment of RFP response. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents shall invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. Bank may in its sole and absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

2.14 Notification

Bank will notify the Respondents in writing as soon as practicable, but not later than 10 working days from the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been

accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

2.15   Disqualification

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

2.16   Timeframe

The timeframe for the overall selection process will be as mentioned in this RFP in section 1:"Invitation to the Tender"

The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.

The time schedule will be strictly followed. Interested parties shall adhere to these timelines. However, the bank reserves the right to change the aforementioned timelines.

2.17   Adoption of Integrity Pact

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure -11** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Nilomni Bhakta	**Shri. Madan Lal Sharma**
Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706	Address - K-23, Jangpura Extention New Delhi
Email - nilmoni.bhakta@gmail.com	Email - ml.sharma1965@yahoo.com

3. Project Details

3.1 Purpose

The Bank invites proposal from Bidders (bidders) for primarily undertaking inter-alia the activities mentioned under the section 3.2 – Project Scope; for the Bank in respect of implementing and maintaining the Enterprise Antivirus solution:-

The Bank already has Symantec Endpoint Protection - version 12 software installed in all the PCs and servers of the Bank. The successful bidder shall uninstall the old antivirus software completely and then install the new Enterprise Antivirus software. Under no circumstances the conflict of existing antivirus software and proposed Enterprise Antivirus solution shall occur.

3.2 Project Scope

Bank now has most of the branches connected through MPLS with DC and DR. Bank also has more than 700 branches connected to DC and DR using VSAT link through VSAT Hub of the service provider. All these VSAT branches are connected to DC and DR through shared pool bandwidth of 8Mb which will be upgraded to 12Mb soon.

The broad project scope includes having a single point reference to a **Bidder** for all issues related to procurement, implementation and maintenance of the proposed Enterprise Antivirus solution. The Following are the broad activities bidder shall perform:

1. Implementation of servers and clients for Servers / Workstations (*as per Annexure – 7*) for Enterprise Antivirus on Right– to- use basis. Bank will supply required hardware, the bidder shall supply licenses and installation service.

2. Monitoring Enterprise Antivirus updations, upgradation, virus traffic, health monitoring of central and distribution server on a continuous basis.

3. Ensuring 98% clients to be up-to-date with the latest virus definitions as per SLA

4. Implement necessary security measures for ensuring the complete security of the proposed Enterprise Antivirus solution. Wherever proprietary techniques / technology or implementation are being used, the bidder shall submit necessary agreement / undertaking / 'indemnity to bank' to that effect.

5. Reporting and Escalation: Providing various levels of management reports to the Bank and implementing Escalation Matrix in order to handle virus incidents efficiently.

6. Bidder will have to provide the services for a period of 3 years as per the detailed Requirement given under section 5

7. The bidder will have to sign Non-Disclosure Agreement as per Annexure – 10.

3.3 Project Timelines

Bank intends to complete installation of Enterprise Antivirus software on all serves and desktops in a span of 8 weeks. The Functionality UAT will be conducted after first 100 branches and 50 mobile devices. These 100 branches will be informed by the Bank which will be mix of types of branches based on connectivity, size, business etc. The mobile devices will consists of iPADs, smart phones etc.

Stage	Activity	Weeks	Project Duration (Weeks)	Time period for Completion
1.	Submission of Detailed Project Plan	1	1	1 Week of issuing the LOI
2	Delivery of Enterprise Antivirus Solution software Components	2	2	2 Weeks of issuing the LOI
3	Deployment of Enterprise Antivirus System's FM resources at Bank's Premises	2	2	2 Weeks of issuing the LOI
5	Installation & Configuration of Enterprise Antivirus servers and creating baselines / groups for various client types/ locations etc.	2	4	2 Week after deployment of resources
6	Implementation of solution for first 100 branches (Bank will inform these branches to bidder) and 50 mobile devices	2	6	2 week after installation of Servers for Enterprise Antivirus
7	User Acceptance Test for total functionality (functionality UAT)	2	8	2 weeks after confirmation from UAT branches about

				installation of Enterprise Antivirus
6	Implementation of complete solution as per the Scope of the RFP	8	16	8 Weeks after UAT
7	Project Closure including UAT & Reporting and making the Enterprise Antivirus Solution operational	1	17	After Implementation of complete solution as per the Scope of the RFP

4. Detailed Requirements

4.1 Enterprise Antivirus Solution Requirements

The scope of the job is to implement, maintain and carry out various functions of the Enterprise Antivirus System for devices listed in the scope.

4.1.1 General

The Bank intends to purchase Enterprise Antivirus solution as part of single module of software. The solution shall comprise of

1. Malware scanning, detection and removal based on existing signature files and heuristic algorithms for all devices including windows, linux and ios based desktops, servers, mobile devices.
2. Zero-day protection against polymorphic malware, anomaly detection, policy based monitoring for all devices including windows, linux and ios based mobile devices. . For zero day protection, the OEM will provide patch till actual solution is found for the undetected attack
3. Web Security
4. Built-in antispyware protection
5. Ingress/Egress firewall
6. IPS/IDS sensors and warning systems
7. Application control and user management
8. Protection from security threats arising from BYOD connected to our LAN network.
9. Data (including email) input/output control, including portable devices
10. Application White listing
11. Web console for management of all end points including mobile device management.
12. Compliance reporting to top management using automated reports.

The bidder shall migrate, install, update and maintain the Enterprise Antivirus software on all types of PCs, servers, laptops, windows mobiles, Android Mobiles and BYOD's of the Bank. Further the bidder shall report the status of Enterprise Antivirus software on daily basis.

The bidder shall communicate with the OEM for any new virus found within Bank's PCs which the OEM software fails to detect or remove. The bidder shall also communicate with the Bank's various teams ensuring organization security for early closure of any type of security incident. The primary responsibility shall be with the bidder to find the solution to remove all the viruses.

The bidder shall provide complete asset information (inventory) in the format required by the Bank. The Bank carries out Information Security Audit of the Bank on quarterly basis. The bidder shall provide required outputs as and when asked by the Bank for audit purpose. Also as per the SOP of the Bank, the bidder shall provide closure/ compliance of the audit findings as reported by the Bank.

4.1.2 Reporting and Escalation:

Reporting as per the SLA in the format needed by the Bank. Officials concerned shall have complete view of the console available on the solution server. Drill down to the cause shall be automatically through console. Escalations rules shall be as adjustable

as per the requirement of the Bank. **The bidder shall also be able to use online ticket logging system provided by the Bank.**

4.1.3   Integration with existing SIEM Solution and Health Monitoring Software

The Security solution shall integrate seamlessly with SIEM Solution of the Bank. As required by Bank the bidder and the OEM shall provide all the required information and data for integrating with SIEM. The bidder shall also integrate the solution server with health monitoring tool of the Bank.

In case the Bank desires to get the services delivered by their appointed System Integrator, then the OEM shall transfer such services to that preferred system integrator at no additional cost to the Bank. A declaration to that effect from OEM shall be submitted by the bidder as per the format provided in Annexure – 9.

4.1.4   Solution Architecture:

4.1.4.1 Bidder is expected to prepare solution architecture in such a way that the bandwidth requirement for sending updates over wire is minimum. The bidder shall demonstrate the solution architecture to the Bank during technical presentation. Nevertheless, only one client per branch shall communicate with central console/ update provider for taking updates. All other machines within the branch shall get updated from this client. (called as distribution node/ group update provider).

4.1.4.2 Bidder shall quote Enterprise Wide Antivirus Solution which can support at least 20,000 devices in all the branches/ offices of the bank spread all over India.

4.1.4.3 Solution shall be consisting of software, operating system, database, and tools, etc. as per the technical and operational specifications of the Bank. The Hardware and Network infrastructure required for implementing the solution is in place, however successful bidder may be asked to give their view on the existing hardware and if up-gradation of hardware is required or not. Although the bidder shall suggest best possible solution, any part of the solution is optional based on requirement of the Bank at that time.

4.1.4.4 The solution shall have sufficient flexibility to remove viruses from all the Operating systems like Linux, Windows, Mobile OS such as Windows, Andriod, Symbian and Blackberry, iOS etc. as well as legacy applications and database systems that bank might deploy in future. The bidder is expected to provide One Time Implementation cost which includes integration of all devices. i.e. installing solution servers, distribution nodes, and clients. The bidder shall ensure that all clients – (all clients mean all PCs/ Servers/ Mobiles in the Bank having Enterprise Antivirus clients configured on it) and all distribution nodes are visible and up-to-date with latest Enterprise Antivirus software and latest virus definitions before the sign-off of the project The tentative details of the assets-category wise is provided as Annexure 7.

In case the distribution node fails in any branch, another updated machine shall be able to assume the work of distribution node.

4.1.4.5 The Bank would also like the bidders to demonstrate their solution capabilities, integration services and any other innovative and creative services, which the bidder can offer to supplement bank's requirements during the RFP technical evaluation & presentation process.

4.1.4.6 Bank reserves the right to bring about any changes in Requirement/Scope of this RFP and the same will be communicated to the bidder well in time so as to allow the bidder to prepare their proposal.

4.1.4.7 In case the bank changes network topology / architecture, required modification in the Solution architecture shall be done at no extra cost.

4.1.4.8 The deployment of patches/ updates shall be possible through command line tools such as scripting and scheduling it for execution. This schedule is determined by the exposure of Bank's systems to hostile networks, and by the Bank's security policy

The solution provided by the bidder shall have flexibility of ports to be used while sending packets for virus definition updates or for sending signals (heart beats) for maintaining status in the central console. The solution shall be able to send update traffic on one port and signaling traffic on another port so that the Bank shall be able to know and control the actual update traffic flowing over the network.

4.1.4.9 The solution shall be able to detect new machine appearing in the network and shall be able to push and install enterprise antivirus client onto that machine silently.

4.1.4.10 In case solution fails to install Enterprise Antivirus client on any machine, it shall be able to provide reasons for the same. It shall be the duty of the Service Integrator to ensure that those reasons are removed and client is installed and updated. Only when the reason is beyond the scope of the system integrator, shall the bidder timely intimate the Bank for the same.

4.1.4.11 The solution shall be able to detect and register the machines with Enterprise Antivirus client in central console based on bidder ID, MAC address, IP address or combination of these. At no point the solution shall fail to register the machines in central console. IP address conflict/ SID conflict etc shall not affect registration of the machines in central console and updating those for latest virus definitions.

4.1.4.12 For all those PCs which are not connected in the network (standalone PCs and Laptops provided by the Bank to its employees), the bidder shall ensure that the machines are updated once in two months. Bidder shall maintain list of such machines separately and should obtain sign-off for such machines every quarter from IT officer of respective zone and Head office..

4.1.4.13 In case of mobile devices iPADS, windows, Android mobiles etc, the bidder shall have record of such devices collected over internet or manually and shall update such devices over internet as and when new virus definitions are made available by OEM. Required configuration on these devices may be predefined, tested and documented.

4.1.4.14 The solution shall be able to use traffic shaping/ policing technique for bandwidth throttling during deployment of virus definitions. The bandwidth throttling shall be as per the Bank's Band Width Management Policy. For Enterprise Antivirus updates and other signaling with distribution nodes and clients, the solution shall use DR Link primarily.

4.1.4.15 The bidder shall be responsible to generate summary & detail centralized report from AV Server Console showing version, definition updates, scan engine, virus attack/clean history etc

4.1.4.16   The solution shall support at least but not only the equipment mentioned in the Annexure –7

Although technically the distribution node and client agents are different, the solution architecture demands that the Distribution nodes and client agents be treated as same for the purpose of licensing. **Further, any client shall be able to promote itself as distribution node in case required to distribute the virus definitions and software updates to local LAN PCs. This shall preferably happen automatically. The distribution node shall demote itself to client agent in case it finds 2 existing distribution nodes in same LAN by polling internally.**

The Licensing of Solution Server (software and application) and licensing of Enterprise Antivirus Client Software on distribution nodes and clients shall continue 6 months further to the expiry of contract period so that the solution remains fully functional within the transition period. Extending the services of bidder shall solely depend upon the performance of the bidder and its solution.

4.1.5 Solution Server Requirements

The Solution server shall be able to manage at least 20000 clients. The bidder shall clearly mention the technical requirements. The broad functions of Solution server are:

1. The solution server shall be able to take input (event alert) from SIEM (Security Information and Event Management Solution) and shall be able to work upon it. The server shall also be able to take inputs from administrator as event alert. The Solution Administrator shall review these events and shall provide a solution /workaround for the same

2. Solution server storage: The capacity of storage shall be optimum for 20000 clients and it shall be up-gradable as the need arise.

3. Maintenance of Clients' Status: The Server shall keep the status of clients updated in real time, along with clear distinction between various vulnerability levels. E.g. clients with virus definitions older than 4 days, size of branch, categories and criticality of virus types, criticality of assets etc.

4. The clients can also update their status in server's console by sending the vulnerability status of its own. In case of corrupted client, solution shall detect and reinstall and reconfigure it as per SLA timeframe.

5. Acquiring the updates: The central server shall acquire the updates of virus definitions and software updates in real time from authorized sources configured by administrator

6. Deployment of virus definitions: The Enterprise Antivirus Solution shall monitor deployment of virus definitions to all distribution nodes and clients. The server shall deploy the virus definitions only to distribution nodes and not to clients, but deployment of virus definitions to clients shall be monitored by the server.

7. The solution server shall also be able to do Bandwidth throttling, scheduling of deployment of virus definitions and Email Virus Scanning on each client and node basis. The solution shall use predictive method while using the bandwidth for deployment of virus definitions.

8. Upgradation of Enterprise Antivirus Software: The Enterprise Antivirus software version cannot be static. The bidder shall keep on upgrading the software in all the PCs whenever new software version is released. This shall happen as per SLA after successful testing. Bidder may take additional 1 week for testing of new version on all applicable platforms. The bidder shall use all its resources to meet the timeline.

9. The software for the solution servers including storage, OS etc shall be supplied and maintained by the bidder. The bidder shall clearly specify required hardware which shall be sufficient to cater to about 20000 clients.

10. ISMS Framework (ISO 27001:2005): The bidder shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management, Capacity Management etc.

11. Solution should be able to show distinction between fully

    a. Fully updated clients

    b. Partial updated clients

    c. Offline Clients

    d. Clients at which update is in progress.

12. The solution shall support IP V6

13. The SI shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI and also adheres to requirements of IT Act 2000 (including amendments in IT Act 2008 and IT Act Rules, 2011) and

amendments thereof. A self-declaration to this effect shall be submitted by the bidder.

4.1.6 Distribution Node Requirement:

1. Distribution Node will make sure that its secondary distribution node is online and in complete sync with it.

2. Distribution Nodes in one single office/ branch shall be in fault tolerance mode. That is, if primary distribution node fails, the secondary distribution node shall take over immediately the job of distribution of software/ virus definitions within the office.

3. Distribution node shall work on any desktop PC with 3GB of free space. The hardware for the Distribution Node will be provided by the Bank.

4.1.7 Client Software Requirement

1. Memory utilization shall not exceed 5% of total memory utilization at any moment.

2. Enterprise Antivirus client software shall communicate its status to the central server periodically. The period between 2 status updates shall be configurable for the optimum setting.

3. In case of corrupted Enterprise Antivirus client, solution shall detect and reinstall and reconfigure it automatically.

4. The bidder shall give licensing costs for minimum 15000 clients.

4.1.8 Client Ticket logging System

1. The Enterprise Antivirus Solution shall use Bank's existing ticket logging system to log tickets.

2. Tickets shall be logged by the system automatically in case of breach of SLA.

3. The solution administrator as well as Bank's zonal IT officer will also log tickets. The bidder's engineers shall resolve the issues as per SLA.

4.1.9 Resources:

- All the resources provided for monitoring of the product & administration of the solution shall be OEM certified. Certificates have to be submitted at the time of bidding.

- It is mandatory for the bidder to provide the dedicated onsite resources having the minimum detailed skill sets and experience as given in Annexure – 2.

- For Reporting and Timings the followings shall be ensured.
    o The onsite team shall report to Bank personnel / Bank authorized representative.
    o Shall operate from the Bank's premises in Pune during the hours assigned to engineer on shift
    o In case of exigencies even during off business hours / Bank holidays/ Drill , the resources may be required to be present onsite.
    o A replacement must be given in case the resource proceeds for leave.
    o Apart from resident engineers adequate number of field engineers who will be visiting the branches and offices spread across all over India shall be provided by bidder, in case the resident engineers fail to resolve the issue.

Even as the above listed responsibilities would be carried out by the onsite resources, the ultimate responsibility would lie with the Bidder. If due to some reason the onsite resources are not able to carry out a particular activity it shall be immediately taken care by the bidder / bidder's management. In addition to this the bidder might ask the onsite resource to perform any specific task related to the scope of RFP, that it thinks can be performed by him in a better way. Further Bidder Enterprise Antivirus Solution Team shall provide advisories and recommendation as per their experience with other bank Enterprise Antivirus Setup.

Resource **Estimated Shifts Time**

Resources / Shifts	L1 Resource / Operator	L2 Resource / Enterprise Antivirus Administrator
8 am - 5 pm	1	1
11 am - 8 pm	2	0
12 pm – 9 pm	1	1

4.2 Service Levels

4.2.1 Uptime (Solution Uptime)

The bidder shall ensure that the Enterprise Antivirus solution is available for monitoring and reporting 24X7. The bidder shall also ensure that the update providers and distribution nodes are performing as mentioned in section 5.1.1.

4.2.2 Service Level Agreement

The bidder and /or OEM will also have to enter into a Service level agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements.

The Broad Service Levels are given below, subject to change:

** The reports shall be submitted with penalty calculations for verification by the Bank.

SrNo	Service Area	Service Level required	Penalty	Report for evidence
1	Uptime of central console and Update Provider software	99.5% uptime per billing cycle	Rs.500 for each 1% less uptime.	Report of solution logs
3	UAT for total functionality	It is the responsibility of the bidder to complete the functionality UAT within a time span of 2 weeks from completion of first 100 branches and 50 mobile devices.	Rs.2000/- per day	Sign-off functionality UAT report
4	Roll out of solution	The bidder shall deploy complete solution (with latest updates) in all the branches and offices within 8 weeks after functionality UAT. The bidder shall obtain certificate from each branch and office for completion of the work done.	Rs.200 per asset per day for any online/ standalone assets	Deployment status along with all certificates – weekly report. Separate report for online and standalone machines till final sign-off
5	Latest Software version	Any asset shall have latest version of endpoint solution. Any new version released shall be deployed for all assets within 3 months of release of the version.	Rs.100 per asset per day counted from the 1st day of 4th month from the release of new version. Total penalty will be calculated from reports submitted during	count of machines per branch with software versions (Separate report for MPLS branches, VSAT branches and standalone machines) - every week.

			billing cycle,	
6	Latest virus definitions	98% clients to be up-to-date based on following criteria. Clients for MPLS/ P2P branches should get updated within 2 days from release of the new virus definitions. Clients for VSAT branches should get updated within 4 days from release of new virus definitions. Standalone clients should get updated within 2 months from release of the new virus definitions.	In case of non-update of virus definitions, the penalty will be Rs.200/ per day per asset. Total penalty will be calculated from reports submitted during billing cycle.	Count of machines per branch with versions of antivirus definitions (separate for MPLS branches, VSAT branches and standalone machines) -daily basis
7	Removing virus from infected machines	In case any machine found infected/ reported as infected by Bank/ bank's bidder/ software with virus, the bidder shall clean the virus within2 days from reporting.	Rs.500 per day per asset.	Count of reported infected machines and action taken thereof - daily basis
8	Availability of resources	Bidder shall ensure that the resources are available for resolution of the problem during the working hours as mentioned in this RFP. In case of absentee, the bidder shall provide alternate resource.	Rs.500 per day for L1 resource and Rs.1000/- per day for L2 resource	Report from Bank's access control system – monthly report.

These penalties shall be applicable for the cases attributable to the bidder, and the bank may ask for justification on case to case basis.

Penalty: Penalty will be calculated on based on the reports submitted. Hence reporting (through automated process) shall be done by the bidder as per SLA requirement. Please refer clause on Penalty for other details such as overall cap on penalty.

4.3 Evaluation process

The competitive bids shall be submitted in three stages

‣ Stage 1 – Eligibility criteria

‣ Stage 2 – Technical Evaluation Criteria

‣ Stage 3 – Commercial Bid

4.4   Eligibility Criteria

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Annexure 5 – Eligibility criteria compliance to this document. Bidders who meet 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.

4.5   Technical Evaluation criteria

4.3.1   The evaluation will be done on a total score of 500

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

- Compliance to Technical requirement as in Annexure 1 - Technical requirement
- bidder 's detailed work plan, proposed solution, facilities
- Short listed bidder's presentation and demonstration of the solution proposed.
- Implementation Methodology described by the bidder in Technical Bid

The list of requirements for the technical Bid has been mentioned in "Technical Proposal format" in section 7. The bidder needs to achieve a cut – off score of 400 marks in the technical bid evaluation to be qualified for commercial bid opening. Only those Bidders who achieve the specified cut – off scores would be short-listed for Phase 3 - commercial bid evaluation. In case none of the Bidders score a minimum of 400 marks then the Bidders who have achieved the top 2 scores will qualify for the commercial evaluation stage. In case only one bidder scores 400 points or above, the Bank reserves the right to select the lone successful bidder. The break-up of the scoring is mentioned in the bidder scoring chart; Annexure 6.

4.6   Commercial Bid Evaluation

Only those bidders who have qualified after Stage 2 of Technical evaluation (As mentioned in section 6.2) will be eligible for the further participation in the e-Procurement process. The details of e-Procurement process are given in Annexure -8. The total cost of ownership shall be calculated over the contract period of 3 years. At the end of 3 years, the contract shall be renegotiated as mutually agreed by both parties. The bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The format of commercial proposal is as per Appendix 1 Form 02

5   Bid Submission

5.1   Bid Submission Details

5.1.1 Eligibility and Technical Bids shall be submitted in separate sealed sub-envelopes super scribing

a) "ELIGIBILITY BID FOR BANK OF MAHARASHTRA– PROCUREMENT, IMPLEMENTATION AND MAINTENANCE OF ENTERPRISE WIDE ANTIVIRUS SOLUTION BY M/S…………….. ON …….....… AT PUNE, DUE DATE _____" on top of the sub-envelope containing the Eligibility bid

b) "TECHNICAL BID FOR BANK OF MAHARASHTRA- PROCUREMENT, IMPLEMENTATION AND MAINTENANCE OF ENTERPRISE WIDE ANTIVIRUS SOLUTION SUBMITTED BY M/s….. ON…..AT PUNE, DUE DATE _____   " on top of the sub-envelope containing the technical bid.

5.1.2 These two separate sealed sub-envelopes shall be put together in another sealed master envelope super scribing

BID for BANK OF MAHARASHTRA – PROCUREMENT, IMPLEMENTATION AND MAINTENANCE OF ENTERPRISE WIDE ANTIVIRUS SOLUTION REFERENCE NO 132015 SUBMITTED BY …………….. ON …………. AT PUNE, DUE DATE _____"

5.1.3 The response shall be organized and submitted in the following manner:

i. Eligibility Bid

▸ Covering letter certifying Eligibility criteria compliance (as given in Annexure 5)

▸ Duly filled up Annexure 5 – Eligibility criteria compliance

▸ Supporting credential letters or copies of documentation from clients or bidders certifying compliance

ii. Technical Bid

▸ Table of Contents (list of documents enclosed)

▸ One copy of the technical proposal with pages properly numbered. The technical proposal shall be bound in such a way that the sections of the proposal could be removed and separated easily;

▸ One copy of the masked price bid (masked price bid is a copy of the price bid **without any prices.** Please note that the masked price bid shall be an **exact reflection of the commercial bid** submitted by the bidder as part of the commercial offer except that the masked price bid **shall not contain any financial information.)**

▸ **One compact disk (CD) containing the soft copy of technical proposal shall be provided**

iii.   *Indicative Commercial Bid*

The bidder shall submit separately in a sealed envelope, along with Eligibility Bid and Technical Bid, the following:

▸ One hard copy of the indicative commercial proposal (Refer Appendix 1 Form 02 – Indicative Commercial Bid for format).

- One compact disk (CD) containing the soft copy of the indicative commercial proposal (Refer Appendix 1 Form 02 – Indicative Commercial Bid for format).

Please note that the indicative commercials will not be used for determining the L1 bidder. L1 would be determined through Reverse Auction Process as per Annexure 6. **But L1 bidder shall give breakup of his final TCO in proportion to indicative commercial bid.**

5.1.4   The bidder shall certify that the contents of the CDs are the same as that provided by way of hard copy. In the event of a discrepancy, details provided in the hard copy will be true.

5.1.5   Copy of the tender document duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein shall also be enclosed in the Master Envelope.

5.1.6   The proposal shall be prepared in English in MS Word / Excel / Power point format. The email address and phone / fax numbers of the bidder shall also be indicated on sealed envelopes.

5.1.7   Bidder shall submit two separate demand drafts drawn in favor of Bank of Maharashtra payable at PUNE towards Application Money and Bid security as stated in section 1 of this document.

5.1.8   Paper copies of RFP response shall be submitted along with Demand draft / Banker's cheque / Pay order for application money (which shall be non- refundable and bid security deposit and electronic copy (Microsoft word and Excel on CD ROM) of technical bid submissions must be submitted to the bank at the following address:

Deputy General Manager
Information Technology
Bank of Maharashtra
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

5.1.9   The sealed bid envelopes as mentioned above shall be dropped in the Tender Box kept in the IT Department. Following officials shall be available for any assistance.

      i) Shri Sachin P. Shintre   Senior Manager-IT
      ii) Shri. Prasad Thakur   Senior Manager-IT

5.1.10   Submission will be valid only if:

- Copies of the RFP response documents are submitted as per defined clauses in this section and before the mentioned RFP closing date and time
- Submission is not by Fax transmission

5.1.11   Only one Submission of response to RFP by each Bidder will be permitted.

5.1.12   Last date for submission of the response to the tender document is mentioned in Section 1 of this document.

5.1.13   All responses would be deemed to be irrevocable offers / proposals from the bidder 's and may if accepted by the Bank form part of the final contract between the Bank and the selected bidder . Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Appendix 2 Form A01 – COVER TO). Unsigned responses would be treated as incomplete and are liable to be rejected.

5.2   Technical Proposal Format

The bidder's proposal must effectively communicate their solution and be formatted in the specified formats in order for the Bank to evaluate the proposal.   Therefore, proposals must be submitted with the following sections in proper order and bound.

The technical bid shall be structured in the following sequence

1. Covering letter as per Appendix 2 Form A 01

2. Executive Summary: The Executive Summary shall be limited to a maximum of five pages and shall summarize the content of the response. The Executive Summary shall initially provide an overview of bidder's organization and position with regards to ENTERPRISE ANTIVIRUS services for Banking Sector. A summary of the bidder's facilities and services that will be provided as a part of this procurement shall follow. A brief description of the unique qualifications of the bidder shall then be provided followed by a summary on capabilities such as resources and past experience of providing such services. Information provided in the Executive Summary is to be presented in a clear and concise manner.

3. Technical Requirements compliance: The ENTERPRISE ANTIVIRUS Solution Features Section of the bidder's proposal must consist of a response to the technical requirements in Annexure 1. The bidder's response must explain the technical specifications wherever required.

4. Copy of Price Bid without commercials as per Appendix 1 Form A 01 – Commercial Bid Details;

5. Queries in the format as given in Appendix 2 Form A 02;

6. Annexure 3 Conformity with Hardcopy Letter

7. Annexure 4 Conformity Letter

8. OEM Authorization form as given in ANNEXURE -9

5.3   Bid Security Deposit

5.3.1   The bidder shall furnish, as part of its bid, bid security of an amount mentioned in section 1 of this document. The bid security is required to protect the Bank against the risk of bidder's conduct.

5.3.2   The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft favoring "Bank of Maharashtra" by a Scheduled Commercial Bank or a foreign bank located in India in the form provided in the RFP (Appendix 2 Form A 04 - Bid Security Form).

Any bid not secured in accordance with the above will be rejected by Bank of Maharashtra as non-responsive.

5.3.3   Unsuccessful SPs' bid security will be returned by the Bank.

5.3.4   The successful bidder's bid security will be discharged upon the bidder signing the Contract and furnishing the performance security.

5.3.5   The bid security may be forfeited:

a.   If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or

b.   In case of the successful bidder, if the bidder fails to:

   i. Sign the Contract within 1 month of issue of purchase order / letter of intent.

   ii. Furnish performance bank guarantee within 10 days of signing the contract.

6   Terms and conditions

6.1   General

The SPs shall adhere to the terms of this tender document and would not accept any deviations to the same. If the SPs have absolutely genuine issues only then shall they provide their nature of non-compliance to the same in the format provided in Appendix 2 Form A 02 - Query Format. The Bank reserves its right to not accept such deviations to the tender terms.

The bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for project of "Procurement, Implementation and Maintenance of Enterprise Antivirus Solution".

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

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

6.2   Rules for responding to this tender document

6.2.1   Response document

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

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

6.2.1.3 The bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

6.2.1.4 The bidder is required to quote for all the components/services mentioned in the Section 4.2 "Project scope" and Section 5 "Detailed Requirements" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

6.2.1.5 The offer shall specify only a single product for the Enterprise Antivirus solution and for each of the components required as a part of solution implementation, which is cost-effective and meeting the tender document specifications. It is the responsibility of the bidder to provide the best suitable solution. However, bidder

shall not offer more than one product for the entire solution or any component of the solution.

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

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

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

6.2.1.9 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidder have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.

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

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

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

6.2.2   Price Bids (through e-procurement process)

6.2.2.1   The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered. The date for e-procurement would

be communicated separately to the successful bidder post the completion of the eligibility and technical evaluation.

6.2.2.2 The prices and other terms offered by SPs must be firm for an acceptance period of 180 days from the date of e-procurement process.

6.2.2.3 The prices quoted by the bidder shall include all costs such as, taxes, levies, cess, excise and custom duties except Service Tax and LBT/ Octroi etc wherever applicable that need to be incurred.

6.2.2.4 If the bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

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

6.2.3 Price Comparisons

6.2.3.1 The Bank will consider the Total Cost of Ownership (TCO) over a three-year period starting from date of acceptance of the project.. The optional (if requested in RFP) items would also be considered in the TCO.

6.2.3.2 Comprehensive charges must be quoted, on yearly basis, after taking due consideration for the requirements and support period and providing the adequate benefit to the Bank.

6.2.3.3 The Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.

6.2.3.4 For comparison purposes the Bank will consider the Optional (if requested in RFP) Items as well.

6.2.3.5 The Price offer shall be on a fixed price basis and shall include: All taxes, duties and levies of whatsoever nature if any; and Services which are required to be extended by the bidder in accordance with the terms and conditions of the contract. Service Tax and LBT/ Octroi if any will be paid at actual.

6.2.3.6 The bidder must provide and quote for all the services as desired by the Bank as mentioned in this tender document.

6.2.4 Performance Guarantee

6.2.4.1 If the contract is awarded, the bidder shall furnish a Performance Bank Guarantee in the format as required by the Bank to the extent of 15% of the value of the contract within 10 days of the date of receipt of the purchase contract. The performance guarantee would be for the entire period of the Contract. If the Performance guarantee is not submitted, the Bank reserves

the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.

6.2.4.2   The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.

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

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

6.2.4.5   Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

6.2.4.6   The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the bidder's inability to meet the established delivery dates, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.

6.2.4.7   The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, of providing Enterprise Antivirus Solution. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this tender document, the bidder shall fulfill all the terms and conditions of this tender document.

6.2.4.8   The bidder represents that the proposed Solution and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the proposed solution. The bidder represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

6.2.4.9   All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any

judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for providing solution etc. as mentioned in this tender document.

6.2.4.10 The Bank and the bidder covenants and represents to the other Party the following:

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

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

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

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

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

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

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

‣ The bidder undertakes to provide appropriate human as well as other resources required, to provide the requirement for Bank's Enterprise Antivirus Solution as part of the contract, from time to time.

‣ The Bank would not return the bid documents to the bidders

‣ The Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

6.2.5 Changes to the tender document

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

6.2.5.2 The Bank may revise any part of the tender document, by providing a written addendum to all short-listed SPs at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date.

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

6.2.5.4 SPs shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the Deputy General Manager, IT at the address mentioned in earlier, and shall be received by the point of contact no later than the time specified in Section 1 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the SPs in the form of electronic mail or hardcopy or updated on the Bank's website or newspaper journals; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.

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

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

6.2.5.7 The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations.

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

6.2.5.9 Bidder presentation – Bidders are requested to be prepared to make presentations and arrange for reference site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. The Bank will communicate a date and time to the bidder any time after the last date for submission of bids.

6.2.5.10 Details of Sub-contracts, as applicable – If required by the Bank, bidders shall provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub contractors by the

bidder, the bidder shall be solely responsible for performance of all obligations under the tender document   irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

6.2.5.11   If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the bidder will have to submit the clarification within 3 days from the day it was conveyed to the bidder regarding the same.

6.2.5.12   The solution will not be accepted as complete if any facility /service as required is not available or not up to the standards projected by bidder in their response and the requirement of this tender.

6.2.5.13   There will be an acceptance inspection by the Bank or its nominated consultants for the Solution. In case of discrepancy in facilities /services provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants. The contract tenure for the Solution will commence after acceptance of the Solution by the Bank. The Bank will accept the solution on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by bidder's representative and Bank's official or any consultant / auditor appointed by the Bank shall be received at IT Department, Pune along with invoice etc. for scrutiny before taking up the request for consideration of payment.

6.2.5.14   The bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the bidder, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of bidder shall be paid by bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of bidder's employee, agents, contractors, and subcontractors. The bidder shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

6.2.5.15   The Bank shall inform the bidder all breaches and claims of indemnification and shall grant the bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the bidder). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and

binding on the bidder and bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

In respect of demands levied by the Bank on the bidder towards breaches, claims, etc. the Bank shall provide the bidder with details of such demand levied by the Bank.

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the bidder to its employees, its agents, contractors and sub contractors."

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process the Bank will try and normalize to the extent possible technical requirements and comparisons to the extent possible between bidders. In the event of major deviations in the technical bids submitted by the bidder the Bank may choose to provide for a re-pricing option to all the technically short-listed bidder's. The bidder agrees that it has no reservations with this process.

7   Terms of Reference

7.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the bidder, shall be for a period of THREE years. The Bank at its sole discretion may enter into the 3 year contract for "Procurement, Implementation and Maintenance of Enterprise Antivirus Solution". **The contract period will start from the date acceptance of the project which is same as date of acceptance of functionality UAT by the Bank.**

7.2   Payment terms

The bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the bidder during the e-procurement process must be in conformity with the payment terms proposed by the Bank.
Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

1). 80% cost of licenses and Management Server software (with OS) will be paid on delivery, 20 % on complete installation on all mentioned endpoints

2)10% of the one-time implementation cost shall be paid on successful functionality UAT (acceptance of the project) for 100 branches and 50 mobile devices.; 80% implementation cost will be paid after entire installation of the solution deducting penalty and Liquidated damages; as applicable in the Penalty clause; as per the RFP terms.

3) 10% balance amount of one time implementation is payable after the period of 3 years. However, the same may be paid at the discretion of the Bank on production of Bank Guarantee for the same value with the validity period of 3 years.

4) The recurring payment (Facility Management) for the services on "ENTERPRISE ANTIVIRUS Solution" project shall be divided into four equal installments for the year and paid quarterly in arrears; after deducting the applicable penalty; post the successful commissioning of the project and acceptance of all the relevant requirements under this tender.

Bidder shall ensure that there is no end of life/ end of support from OEM for the software supplied. The upgrade of ENTERPRISE ANTIVIRUS solution software shall be done as per SLA clause. OEM shall ensure that the support to any version continues during the contract period and shall give such declaration as mentioned in the format provided in Annexure – 9. Further, if the support to any version is terminated by the OEM, the bidder shall replace it with suitable software free of cost without hampering operations.

The Commercial Bid as per Appendix 1 Form 02 shall be inclusive of all taxes; excluding Service Tax and LBT/ Octroi; which will be paid at actual.

7.3 Acceptance of the Project

The Bank will carry out the inspection of the Project Implementation (functionality UAT). The bidder shall ensure that all the deliverables are in place and will submit to the Bank all the required evidences and records for the Bank to carry out Project Acceptance

7.4 Compliance with all applicable laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

This indemnification is only a remedy for the Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

7.5 Order cancellation

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

‣ Unacceptable Delay in providing overall solution including client software installations as per the SLA

‣ Serious discrepancy in the quality of service / facility / security.

‣ In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.

7.6 Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this tender document or breach of any

representation or warranty by the bidder, (iii) use of the allocated site and or facility provided by the bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the solution. The bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipments at all points of time, 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's shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the bidder, its employees, and agents
- Breach of any terms of tender document or Representation made by the Bidder.
- Act or omission in performance of service.
- Loss of data due to bidder provided facility.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The bidder shall not indemnify the Bank for

(i) Any loss of profits, revenue, contracts, or anticipated savings or

(ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and Bidders of the Bank would be considered as a "direct" claim.

7.7 Inspection of records

All records captured – video, security register, access control of Bank's, hardware movement, helpdesk tickets, escalations etc for the allocated server room, NOC room and any other area provided to the Bank shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

7.8 Publicity

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

7.9 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

7.10 Penalties and delays in Bidder's performance

The bidder shall provide uninterrupted services for ensuring implementation and maintenance of the Enterprise Antivirus Solution as per the requirements of this tender. Inability of the bidder to either ensure deliverables as per specifications within defined timelines or to meet the service levels as specified in this RFP shall be treated as breach of contract and would invoke the penalty clause.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level in this RFP. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to the bank.

Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

Delivery of the Goods and performance of the Services shall be made by the bidder in accordance with the time schedule specified by the Bank.

If at any time during performance of the Contract, the bidder shall encounter conditions impeding timely delivery of the Goods and performance of the Services, the bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages

7.11 Liquidated Damages

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in

performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the Enterprise Antivirus Solution) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

- ‣ Non-delivery of any component or other services mentioned in the order
- ‣ Non-delivery of supporting documentation
- ‣ Delivery/Availability, but no installation of the components and/or software
- ‣ No Integration
- ‣ System operational, but unsatisfactory to the Bank

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

7.12 Confidentiality

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

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It shall be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of the Bank and cannot be returned. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

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

(a)   Relates to the Disclosing Party; and

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

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

(d)   Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts,

materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the bidder to host Banks equipments at the site.

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

(f)   Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.

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

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

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

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

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

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

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

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

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

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

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

   d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge,

information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

5.   The restrictions in the preceding clause shall not apply to:

a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

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

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

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

7.13 Force Majeure

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

2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

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

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

7.14 Resolution of disputes

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

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

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

4. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

5. 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) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

6. This tender document 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 tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, shall it find it expedient to do so.

7.15 Exit option and contract re-negotiation

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

a. The bidder shall suitably and adequately train the Banks or its designated team for fully and effectively manning, operating and maintaining the Enterprise Antivirus Solution.

b. Bidder shall provide adequate documentation thereof.

c. The bidder shall assist the Bank in migration to new Enterprise Antivirus solution in case the new bidder faces any problem during migration.

2. 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.

3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.

4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder shall continue to provide the facilities to the Bank at the site.

5. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder shall perform a reverse transition mechanism to the Bank or its selected bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of bidders Bank will nominate a Bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.

6. The reverse transition services to be provided by the bidder shall include the following:

a. The bidder shall continue the services as it is, till the complete solution by another bidder is accepted by the Bank

b. The bidder shall ensure that there is no expiry of licenses for any servers, storage and solution as a whole

7. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.

8. Warranties:

a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.

b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

c. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.

d. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.

9. The cost for reverse transition if any shall be part of the commercial offer.

10. During which the existing bidder would transfer all knowledge, know how and other things necessary for the Bank or new bidder to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.

11. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

12. 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.

13. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected bidders as would be required in the event of transition to another solution.

7.16 Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that SPs / 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 any thing 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 SPs (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive he 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.

7.17 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

7.18 Violation of terms

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

7.19 Termination

1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.

2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:

   a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.

   b. The bidder (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.

3. The bidder shall have right to terminate only in the event of winding up of the Bank.

7.20   Effect of termination

1. The bidder agrees that it shall not be relieved of its obligations   under the reverse transition mechanism notwithstanding the termination of the assignment.

2. Same terms (including payment terms) which were applicable during the term of the contract shall be applicable for reverse transition services

3. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the bank wants to continue with the bidder's facility after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

4.   The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.

5. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

6. Continuing the services at the existing terms until the alternate solution is available or maximum 6 Months whichever is earlier.

8   Disclaimer

The scope of work document is not an offer made by Bank of Maharashtra but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other SPs. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another SPs whom so ever they feel eligible for the same taking into consideration the price and quality.

S/N	Evaluation Criteria	Compliance	Importance
Annexure -1: Bidder's Compliance to Technical requirement for Enterprise wide Antivirus Solution.			
1	**Installation and Configuration of Enterprise Antivirus Solution – Central Server**		
1.1	**Solution Architecture**		
1.1.a	Solution shall support Active Directory network, with or without Active Directory Integration.		C
1.1.b	The Solution server shall use standard database as repository of virus definitions. Please specify the details of database.		N
1.1.c	The Enterprise Antivirus solution shall be up-graded as and when the new updates of solution are made available as per SLA		C
1.1.d	Solution shall have minimum impact on WAN traffic on remote networks, regional offices, and branches as per SLA		C
1.1.e	Solution shall support virtualized environment too. That is the solution shall be able to load Enterprise Antivirus on virtualized servers and desktops such that loading Enterprise Antivirus in host system shall suffice for all the virtualized machines in the stack.		N
1.1.f	Solution shall have integration capabilities with external ticketing or helpdesk systems (e.g. CA Unicenter etc.)		M
1.1.g	The solution shall be such that it shall be able to cater to the Enterprise Antivirus needs of minimum 20000 client agents.		M

RFP For Enterprise Wide Antivirus Solution

1.1.h	The solution shall be able to apply policies based on various categories such as IP Range, Regions Network link type, Distribution nodes, Customized Type defined by the Bank		N
1.1.i	**Solution shall be able to use separate ports for actual traffic of virus definitions and other signaling traffics.**		C
1.1.j	**Solution client agent shall be using minimum CPU and memory so that the business work does not get hampered.**		N
1.1.k	**Solution shall be able to detect all connected machines which are having Enterprise Antivirus installed in it.**		C
1.1.l	**Solution should not be complex and easy to manage from central console.**		N
1.1.m	**The solution shall support command line tools for silent installations and trouble shootings. It is the responsibility of OEM to train the bidder about usage of command line tools and the bidder to use it efficiently in the Bank's environment.**		M
1.2	**Baseline Creation**		
1.2.a	Solution shall be able to detect the versions of client Enterprise Antivirus software and distribution Enterprise Antivirus software and shall maintain the uniformity.		C
1.2.b	Solution shall provide the ability to create user-defined policies and administration of these policies to different machine groups.		C
1.3	**Discovery**		

Page 51 of 97

1.3.a	Describe in detail the method by which your solution performs network discovery, including types of information discovered by your solution (i.e. applications, network topology, etc.)		N
1.3.b	Solution's default ports shall have property of change as per requirement.		C
1.3.c	Solution shall be able to discover machines in network which are not having antivirus loaded, any other antivirus loaded and machines with corrupted antivirus		M
1.3.d	Solution shall find applications that are identified as vulnerabilities i.e. "FTP Available")		N
1.3.e	Solution shall have ability to identify applications running on non-standard ports.		N
1.3.f	Solution shall have ability to discover virtual machines that are offline.		N
1.4	**Client Software Deployment**		
	Solution shall be able to deploy raw or pre-installed client software onto the identified nodes by all the following method:		
1.4.a	Deployed through Active Directory GPO		M
1.4.b	Remote Installation using deployment tool by administrator		M
1.4.c	Able to deploy based on IP ranges		M
1.4.d	Pre-packaged in an OS image		M
1.4.e	Included in login scripts		N
1.4.f	Manual download and installation by administrators through Distribution Node		N
1.4.g	Solution shall be able to deploy client software onto identified nodes with missing client software		C

	in silent mode using command line tools through distribution nodes.		
1.4.h	Clients shall be registered in central console such that each machine has unique ID irrespective of SID, IP, Host name etc. This shall ensure that any conflict of such properties of machines shall not affect registration and updating the client on the machine.		C
1.5	**Client Software Deployment Monitoring and Remediation**		
1.5.a	For effective use of the solution it is important that the solution be quickly deployed and any gaps in the process shall be covered as early as possible. Ex. new Nodes are added, Operating System on existing Nodes are reinstalled etc. shall be immediately identified and remediated as per SLA		N
1.5.b	Solution shall contain deployment tool to automatically deploy client agent at any tier on all clients without any intervention.		M
1.5.c	In case of computers which are not in network the bidder shall deploy the client software manually and shall update the virus definitions every 2 months as per SLA.		M
1.5.d	Solution shall alert administrators if remote deployment fails.		N
1.6	**Client Enterprise Antivirus Management**		
1.6.a	Solution shall allow administrator to manage all clients and distribution nodes from a central console.		M

1.6.b	Solution shall allow administrator to install and configure, re-configure, upgrade or uninstall any malfunctioning clients from a central console.		M
1.6.c	Solution shall allow administrator to assign clients to distribution nodes		M
1.6.d	Solution shall always hide the client software from the client's "**Add/Remove Program**" list or un-installation should be password protected		M
1.6.e	The client software shall have failover Distribution node settings so that they connect to the next nearest Distribution node (Secondary) if the Primary Distribution node assigned to the client is not available.		N
1.6.f	Client shall minimize network traffic by allowing administrators to specify the frequency with which the clients communicate with the Distribution node.		M
1.6.g	If the client fails to communicate its status to the server within a specified interval or attempts, the central console shall automatically mark the nodes as offline. The administrators shall be allowed to specify the required interval. In case of a new machine is registered		M
1.6.h	All actions are to be centrally deployed and end-users shall not be able to change client's settings.		C
1.6.i	The client agent shall be able to promote itself as distribution node if it finds less than 2 nodes within same LAN, This distribution node then shall acquire patches from existing distribution node from same LAN		N
1.7	**Distribution Node**		

1.7.a	Distribution nodes would be installed on computers that are likely to be powered on all the time		N
1.7.b	Distribution node shall be installed on existing Desktop PC hardware at all branches and offices that is being used as backup server, etc.		N
1.7.c	The Distribution node shall be able to run on any existing shared Microsoft Windows Workstation with minimum free hard disk space of 3 GB		M
1.7.d	The Distribution node shall function with minimal impact on the function that the machine is currently being used for. Therefore, distribution node shall use maximum 8 percent CPU and memory resources.		M
1.7.e	Only distribution node shall communicate with update provider servers in DC/ DR for taking updates. All other clients in LAN shall take updates from distribution nodes.		C
1.7.f	In no case the other clients shall communicate with central update providers for getting updates.		C
1.7.g	Distribution node shall be able to set explicit limits or dynamic limits on maximum bandwidth used by each node, group of nodes, or site as per SLA		C
1.7.h	**Distribution node shall be able to pre-cache any update if it is provided via CD or such alternate software distribution mechanism to minimize network traffic.**		C
1.8	**Console**		
1.8.a	The solution console shall have ability to create multiple users with Administrator's roles, Console		N

	Operator roles and Read Only access roles as per role based access control		
1.8.b	The solution console shall have ability to assign each user a unique ID, password.		N
1.8.c	The solution console shall allow access to the console only after the user is authenticated by using password and private key. The user may be configurable in ADS/ domain		M
1.8.d	The solution console shall support user activity logging so that all actions of user will be logged and can be verified later if required.		N
1.8.e	The solution console shall only allow administrator authority to create custom content in the solution		N
1.8.f	The solution console shall allow administrator to delegate administrative roles to Console Operators to administer only specific groups of nodes		M
1.8.g	The solution console shall allow administrator to view the activities of each administrator and console operator and export the information.		M
1.8.h	The administrators shall be able to monitor Hard disk space usage on attached clients, Number of nodes attached to each Distribution node, Availability of each Distribution node and Version of client software installed		M
1.8.j	Administrators shall be able to create groups which contain one or many Nodes for ease of management based on manual selection, asset or software information or any custom property		M
1.8.k	**These customized groups shall update automatically once the clients' asset or**		**C**

	software information or custom property is changed		
1.8.l	Solution shall be able to send logs and reports to SIEM in the format understandable to SIEM. In case the format is not readable by SIEM, the bidder shall assists/ give UDS for converting logs/ reports in proper format.		M
2	**Virus definitions Lifecycle**		
2.1	**Deployment of Enterprise Antivirus updates**		
	While installing the new Enterprise Antivirus software, the bidder shall make sure to uninstall the existing antivirus software at all the locations		C
2.1.a	Descriptions and severity levels of the viruses shall be available within the solution. A hyperlink to the information on software bidders' websites shall be provided.		N
2.1.b	Solution shall allow administrator to initiate client deployment to all clients and distribution nodes via a central console, without intervention from the users. For this, central server shall be able to use the installable files from local distribution node in silent mode.		M
2.1.c	Solution shall also allow administrator to explicitly target which nodes to deploy the updates to.		M
2.1.d	Solution shall allow administrator to explicitly set start and end date/time for each action deployed.		N
2.1.e	Solution shall allow administrator to define different dynamic update policies.		M

2.1.f	Solution shall be able to provide real-time Enterprise Antivirus status monitoring		M
2.1.g	Solution shall be able to identify in real-time the clients which have completed the installation of Enterprise Antivirus, but are pending restart.		M
2.1.i	Solution shall allow administrators to extend the deployment of updates over a pre-defined period of time to reduce overall impact to network bandwidth.		M
2.1.k	Solution shall allow users to postpone the deployment of updates for a period of time determined by the administrator.		N
2.1.l	Solution shall allow administrators to restart the selected nodes from the central console.		N
2.1.m	Solution shall allow administrators to shut down the selected nodes from the central console.		N
2.1.n	Solution shall allow users to postpone the restarting of their nodes for a period of time determined by the administrator		N
2.1.o	Solution shall allow administrator to re-deploy the Enterprise Antivirus software on a node automatically if the initial deployment is not successful. The deployment shall be done as per SLA		M
2.1.p	Solution shall allow administrator to re-deploy the Enterprise Antivirus software on a node automatically even if the deployed software is uninstalled by the user. The deployment shall be done as per SLA		M

2.1.r	Solution shall allow administrator to cache the updates in various Distribution nodes.		C
2.1.s	**Solution shall allow administrator to install all previously deployed updates automatically to nodes that are subsequently added to the network.**		**C**
2.1.t	Solution shall allow administrator to delete the Enterprise Antivirus installation files from the client's hard disk automatically once the Enterprise Antivirus Software has been successfully applied.		N
2.1.u	Solution shall allow administrator to target the particular update on all the machines with any specific properties.		C
2.2	**Remediation**		
2.2.a	Solution shall be capable for rollback of Enterprise Antivirus software in case required.		N
2.2.b	Solution shall remediate virtual machines that are offline.		M
2.2.c	Solution shall support Wake-on-LAN functionality for off-peak scheduled scanning and remediation		N
2.2.d	Solution shall provide administrators with wizard to generate Enterprise Antivirus rollback policy.		N
2.2.e	Solution shall be able to report entire roll back action when rollback is successful or unsuccessful.		N
2.3	**Minimum features requirement for Enterprise Antivirus software**		

2.3.a	Solution shall be able to Detect and block malicious software in real time, including viruses, worms, Trojan horses, spyware, Adware, and RootKit etc. It shall provide zero-day detection (heuristic) technology		C
	The solution shall provide Zero-day protection against polymorphic malware, anomaly detection, policy based monitoring for all devices including windows, linux and ios based mobile devices. . For zero day protection, the OEM will provide patch till actual solution is found for the undetected attack		C
2.3.b	The solution shall protect the AV clients from multiple forms of anomalous network behavior that is designed to disrupt system availability and/or stability.		C
2.3.c	The solution shall be able to identify Infections by name, category, severity (xyz-Trojan, keylogger, etc.), host or User etc		M
2.3.d	The solution shall be able to report Bot incidents by specific malicious activity (Spam, Spyware, IP Scanning, etc…). The solution shall have in built intelligence & correlation capability to inspect for, detect, and block active and dormant bots		M
2.3.e	Solution should be able to block devices based on Windows Class ID. These devices should include USB, Infrared, Bluetooth, Serial Port Parallel Ports, fire wire, SCSI and PCMCIA.		C
2.3.f	Solution should also be able to block and give read/write/execute permission for mentioned devices.		M

2.3.g	**Solution shall be able to block USB storage but it should allow e-token for reading the digital signature.**		C
2.3.h	The solution shall protect the transmission of data from being sent to a hacker system who has spoofed their IP or Mac Address		M
2.3.i	The software shall not affect the system resources with less consumption of system resources which include RAM, CPU and H.D Space utilization.		M
2.3.j	Enterprise Antivirus solution shall be able to Scan POP 3 email traffic including email clients Microsoft outlook , lotus notes and outlook express.		M
2.3.k	Desktop Firewall rules shall be configurable depending upon the adapters including Ethernet, Dialup, VPN (Microsoft PPTP, Nortel, Cisco).		M
2.3.l	Desktop Firewall Policies shall be configurable depending upon the time and day.		M
2.3.m	The solution shall have readymade policies including – a) To Make all removable drives read only , b) To block program from running from removable drives , c) Protect clients files and registry keys , d) Log files written to USB drives , e) Block modifications to host files		M
2.3.n	Proposed Enterprise Antivirus and Anti SPAM solution shall be for the SMTP gateway and as well as for the messaging servers. This protection shall include content filtering and Data Loss prevention.		M
2.3.o	The administrator should have feature to prevent peer-to-peer sharing, streaming media, games, and other Internet applications from accessing the Internet.		M
2.5	**Special Cases**		

2.5.a	Solution shall maintain separate database of cases of laptops that are outside our network and may miss a critical update (connecting through internet)		C
2.5.b	Solution shall also consider cases of VPN clients that are located offsite.		C
2.5.c	Solution shall also consider cases of PC's that rarely power up, for example PC used for presentation in training division or Conference room. Solution shall maintain separate group for such machines and shall update the list in central console.		C
3	**Management of Enterprise Antivirus Solution**		
3.1	**Reporting & Alerts**		
3.1.a	The Solution shall include a web-based reporting module.		C
3.1.b	The reporting module shall contain, but not limited to, the following reports: - Progress of all updates being deployed; - Machines which are having latest virus definitions but still show as infected. - Total number of nodes managed & distribution of these nodes; - Top 10 most common viruses detected; - List of clients with updates older than 2 days etc. - List and status of clients which are offline. - List of machines in which Enterprise Antivirus is installed in last 2 days.		M
3.1.c	The Solution shall support standard reports as well as customized reports based on dynamic		M

	requirement as report on specific virus, region, update status etc.		
3.1.d	Solution shall allow console users to create and save graphical reports (e.g. pie, bar, line charts)		N
3.1.e	Allow console users to customize and save the reports without the use of third party reporting tools.		M
3.1.f	Solution shall allow console user to trigger alerts when user-defined conditions are met.		M
3.1.g	Solution shall allow console users to schedule report generation.		M
3.1.h	Solution shall allow administrators be able to monitor information such as Last report time, Availability, Distribution node assigned and Version along with summary reports of the same:		N
3.1.i	Solution shall allow administrators to create ad-hoc custom inventory properties for each node.		M
3.1.j	Administrator can configure a particular property they can target based on any properties retrieved.		N
3.1.k	Administrator is able to manually configure the client software to an assigned Distribution node based on any retrieved property.		N
3.2	**Solution and Its data security**		
3.2.a	Describe the flow of data through your solution and the security measures in place to protect this data.		N
3.2.b	Describe where and how the updates data is stored.		N

3.2.c	Describe the solution's security used to protect the data in transit		N
3.2.d	Describe type of access control will be placed on user application		N
3.2.e	Describe your solution's role based access control (RBAC) and give examples of its use in large enterprise environments.		N
3.3	**Integration Capabilities**		
3.3.a	Should be able to seamlessly integrate with Data Loss Prevention technology with a single admin GUI, policy console. It should also be integrated with patch management solution in place.		M
3.3.b	Solution shall have integration capabilities with other security solutions (i.e. Security Information/Event Management, Patch Management, IDS, Host-based IPS, DLP etc.)		M
3.3.c	Solution shall integrate with any asset management systems.		M
4	**Miscellaneous**		
4.1.a	Solution should be able to show distinction between fully a. Fully updated clients b. Partial updated clients c. Offline Clients d. Clients at which update is in progress.		N
4.1.b	The solution shall support IP V6		N
4.2	**Documentation Requirement**		
4.2.a	Solution shall provide adequate documentation with solution and additional documents if required.		N

4.2.b	The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation shall be English.		N
4.2.C	For any work around implemented by Enterprise Antivirus management team, document shall be maintained along with test results and installation steps.		M
4.2.D	The bidder shall make changes through change Management process as per the Bank's change management policy. The bidder shall be able to provide the historical information instantaneously.		N
4.2.E	The data structure in the repository of solution server shall be well documented.		N

Column of importance with values as C (Critical), M (Mandatory) and N (Normal) will be used by the Bank while giving points for technical qualification.

Annexure – 2 : Resource Plan Matrix

Roles and responsibilities with qualification and Experience

			Required Experience			
Type	Role	Number	Total Required Experience in Years	Must include experience in relevant field	Qualifications	Complied (Y/N)
L1	Installation, Monitoring clients, report generation	4 Nos.	2	1	Diploma with MCSE/ MCP/ OEM Certification	
L2	Troubleshooting patch requirement, troubleshooting of virus attack, Monitoring Distribution nodes and AV Servers, Collaborating with Bank officials and OEM, Bandwidth utilization Management.	2 Nos.	3	2	BE with MCSE or equivalent, certification from OEM	
Total Nos. 6						

Annexure-3: Performa of letter to be given by all the Bidders participating in the Enterprise Antivirus Solution on their official letterheads.

To

General Manager - IT, Bank of Maharashtra

Head Office,

Lokmangal, Shivaji Nagar,

Pune - 411005

Sir,

Sub: RFP for Procurement, Implementation and Maintenance of Enterprise Wide Antivirus Solution

Further to our proposal dated XXXXXXX, in response to the tender Document issued by Bank of Maharashtra (**"Bank"**) we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Annexure 4: Performa of letter to be given by all the bidders participating in the Enterprise Antivirus Solution Project on their official letter-head.

To

General Manager – Information Technology

Head Office,

Lokmangal, Shivaji Nagar,

Pune - 411005

Sir,

Sub: RFP for Procurement, Implementation and Maintenance of Enterprise Wide Antivirus Solution

Further to our proposal dated XXXXXXX, in response to the tender Document (hereinafter referred to as **"TENDER DOCUMENT"**) issued by Bank of Maharashtra (**"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 TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Appendix 2 Form A 02 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Annexure 5: Eligibility criteria compliance for RFP for Anti Virus Solution

S.No.	Eligibility Criteria	Documents required	Complied Y/N
	A) General Criteria		
1	Bidder agrees to all the clauses as mentioned in the integrity Pact (Annexure 11 of this RFP)	Signed Integrity Pact on a stamp paper of. Rs.500/=	
2	Shall be a PSU/PSE/partnership firm or a limited company having existence in India. The necessary certificates viz., Certificate of Incorporation in case of Limited company, Registration Certificate along with the latest partnership deed in case of partnership firm shall be submitted with the offer.	Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification For other eligible entities-Applicable documents	
3	Should have been in existence for three years as on 31-03-2015.	Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. For other eligible entities-Applicable documents	
4	The firm shall not be blacklisted / barred by Government of India or any regulatory body in India in last 5 years	Self Declaration	
	B) Financial Criteria		
4	Should have a minimum average annual Net Sales Turnover of Rs.100.00 crores (Rupees Hundred Crores) during last three financial years viz. 2012-13 2013-14 and 2014-15.	Copy of audited Balance Sheet and P&L statement for the financial years 2012-13 2013-14 and 2014-15.	
5	Should have positive net worth for any two of the last 3 financial years viz. 2012-13 2013-14 and 2014-15.	Copy of audited Balance Sheet and P&L statement for the financial years 2012-13 2013-14 and 2014-15.	

	C) Technical Criteria (Experience and other Technical Requirements)		
6	The bidder should have provided Enterprise Antivirus Solution Services to at least 2 BFSI organizations catering to at least 5000 AV Clients each. Of which The bidder should have provided proposed Enterprise wide Antivirus Solution to at least one scheduled commercial Bank catering to at least 5000 AV clients	Copy of the Purchase Order & Signoff Document from the Customer	
7	Enterprise Antivirus solution provided by bidder should be in Gartner's Leaders Quadrant in last two published reports	Gartner's Reports on ENTERPRISE ANTIVIRUS Technology	

Annexure 6: Bidder scoring chart - Technical evaluation

Sr. No.	Description	Maximum Score	Scoring Mechanism	Credentials
1	Compliance to Technical requirement	300	The Compliance factor will be scored.	Compliance to Annexure 1
2	Presentation on Project Implementation Methodology	150		Presentation on Project Implementation and Methodology
3	Overall proposal, description of the services and specifications - Technical bid	50		Documents submitted in Technical Bid
	Total	**500**		

Note
- The cutoff criteria of the above evaluation parameters is minimum 400 marks across all three above sections
- In Sr. No.1 - The bidder must score a minimum of 80% compliance, even if the bidder meets the 400 mark cut-off and does not meet the criteria of 80% compliance to section 1, the bidder would have deemed not to be meeting the RFP Technical requirements and would be dis-qualified.
- This annexure is for bidders' reference and need not be submitted with Bid.
- Bidders need to provide relevant credentials for all of the above points for scoring.
- The overall proposal, description of the services and specifications provided, in Technical bid will be evaluated.

Annexure 7: List of Operating Systems under Scope

Devices	Appro Qty
All Microsoft Server Operating systems like Windows 2000 / 2003 /2008/2012	2200
All Microsoft Desktop Operating systems like Windows XP, Vista, Windows 7, 8, 10 with all versions	12000
Linux OS Like Red Hat (all server and workstation versions)	20
All BYOD devices like Android Mobiles, iPADs, Windows Mobiles	220

Optional Operating Systems under Scope

Devices	Appro. Qty
Mac OS (All Versions)	50
Host Based VMware along with ESX/ ESXi versions and windows virtualization environment	34

Note: The above list is indicative only and not to be treated as exhaustive.

Appendix1 Form 02: Indicative Commercial Bid (EXCLUDING SERVICE TAX/ LBT)

	Segment	Price Per Unit	Quantity	Year 1 Cost	Price Per Unit	Quantity	Year 2 Cost	Price Per Unit	Quantity	Year 3 Cost	Total Cost
A		Enterprise Management Solution Management Server									
A.1	Enterprise Antivirus Solution Management Server Software Cost (With OS and Other required System Software)		1		XX	XX	XX	XX	XX	XX	
A.2	Database Software cost (if any)		1		XX	XX	XX	XX	XX	XX	
									Total Cost of Item A		
B		Enterprise Antivirus Software Licensing Cost for desktops, servers and laptops.									
B.1	Database Software cost (if any)		1		XX	XX	XX	XX	XX	XX	
B.2	License cost for desktop OS		12000			12000			12000		
B.3	License cost for Server OS		2200			2200			2200		
B.4	License cost for Mobile Devices such as iPADs, Windows mobile and Android mobile (optional)		220			220			220		
B.5	Licensing Cost for (Host based) virtualized devices (optional)		34			34			34		
									Total Cost of Item B		
C		One Time Charges (Including Installation, Configuration etc)									
C.1	Desktop Devices		12000			XX	XX	XX	XX	XX	
C.2	Server Devices		2200			XX	XX	XX	XX	XX	
C.3	Mobile Devices (optional)		220			XX	XX	XX	XX	XX	
C.4	Virtualized Devices (optional)		34			XX	XX	XX	XX	XX	
									Total Cost of Item C		
D		Facility Management Charges/AMC Charges (payable quarterly) for first year									
D.1	L1 resources		4			4			4		
D.2	L2 resources		2			2			2		
									Total Cost of Item D		
									Grand Total (A+B+C+D)		

** Bidder need to quote for optional items as well. Bank may opt not purchasing the item, but the TCO will be calculated considering cost for optional items as well. Bank also reserves right to purchase items phase wise.

Successful bidder shall bifurcate final TCO in above commercial chart. This bifurcation shall be same as given in the indicative commercial bid. Prices quoted shall be   including all the taxes except services tax and LBT which will be paid at actuals.

Appendix 2 Form A 01: Cover Letter (Technical Offer)

Date

To,

General Manager (Information Technology)

Bank of Maharashtra

Information Technology,

Head Office,

Lokmangal, Shivaji Nagar,

Pune - 411005

Dear Sir,

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

2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.

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

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

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

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

Authorised Signatory

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

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

Appendix 2 Form A 02: Queries on the Terms & Conditions, Services and Facilities provided:

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

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Dated:

Authorized Signatory

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

Appendix 2 Form A03: Technical Bid/Commercial Bid - Table of Contents

Section #	Section Heading	Porforma Given
1.	Eligibility Criteria	Annexure 5
2.	Cover Letter – Technical Offer	Appendix 2 Form A 01
3.	Bid Security	
4.	Bid Security Undertaking	Appendix 2 Form A 04
5.	Price of Tender copy	
6.	Executive Summary	
7.	Technical compliance	Annexure 1
8.	Technical Offer Descriptive	
9.	Detailed Methodology for providing Enterprise Antivirus	
10.	Conformity with Hardcopy Letter	Annexure 3
11.	Conformity Letter	Annexure 4
12.	Indicative Commercial Bid	Appendix 1 Form 02
13.	Query format / Comments on Terms and conditions and Terms of reference	Appendix 2 Form A 02
14.	Guidelines, Terms & Conditions and Process Flow for e-Procurement Auction	Annexure 8
15.	Any other Information as requested in the tender document	
16.	Manufacturer's Authorization Form (MAF)	Annexure 9
17.	Non-Disclosure Agreement	Annexure 10
18.	Pre Contract Integrity Pact	Annexure 11

Dated:

Authorised Signatory

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

Appendix 2 Form A 04: BID SECURITY FORM
(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO:

General Manager (Information Technology),

Bank of Maharashtra

Information Technology,

Head Office,

Lokmangal, Shivaji Nagar,

Pune - 411005

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated_____ (*date of submission of bid*) for Procurement, Implementation and Maintenance of Enterprise Antivirus Solutions in response to Bank of Maharashtra's Request for Proposal (RFP) No. _____ (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE_____(*name of bank*) of _____ (*name of country*) having our registered office at_____ (address of bank) (hereinafter called "the Bank") are bound unto Bank of Maharashtra (hereinafter called "the Purchaser") in the sum of_____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of_____ , 20___.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :

   (a) fails or refuses to execute the mutually agreed Contract Form if required; or

   (b) fails or refuses to furnish the Performance Bank Guarantee, in accordance with the Terms and Conditions of the Contract;

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

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof shall reach the Bank not later than the above date.

Notwithstanding any other term contained herein

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

b) the total liability of Bank under this guarantee shall be limited to Rs. 10,00,000/-
(Rupees Ten Lakhs only) only.

Place :

SEAL   Code No.

Bidder Signature.

NOTE:

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

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

ANNEXURE 8: GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

Bank of Maharashtra intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

1. **Rules for E Procurement Auction (Reverse Auction)**:

   a. **APPLICABILITY:**

      i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.

      ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A (Compliance Agreement)

      iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

   b. **ELIGIBILITY:**

      Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

   c. **COMPLIANCE/ CONFIRMATION FROM BIDDERS:**

      i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:

         1. Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.
         2. Agreement between Bidder and bidder. (This format will be given by the Bidder prior to announcement of Reverse Auction.)
         3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format-B.

   d. **TRAINING:**

      i. The Bank will facilitate training for participation in Reverse Auction through the Bidder for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.

      ii. Wherever necessary, the Bank / Bidder may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

      iii. Any bidder/bidders not participating in training and/or 'mock reverse

auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

    iv. Each bidder shall participate in the training at his / their own cost.

e. **DATE/ TIME FOR TRAINING:**

    i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.

    ii. No request for postponement / fixing of Training Date / Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

f. **DATE/ TIME OF REVERSE AUCTION:**

    i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.

    ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

g. **CONDUCT OF REVERSE AUCTION:**

    i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

    ii. The Reverse Auction may be conducted by the Bank itself or through a Bidder specifically identified/ appointed/ empaneled by the Bank.

h. **PROXY BID:**

    i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

    ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

    iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

    iv. During training, the issue of proxy bidding will be clarified in detail by the Bidder.

i. **TRANSPARENCY IN BIDS:**

    i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

j. **MASKING OF NAMES:**

    i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

k. **START PRICE:**

   i. Bidders will fill the unit cost of the line items mentioned in Appendix A Form 02 of RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the total value (D) as per Appendix A Form 02 of RFP. This total value is taken as the start price of the bidding process.

l. **DECREMENTAL BID VALUE**

   i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.50000/-.

   ii. The bid decrement value shall be in multiples of Rs. 50000/-.

   iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).

   iv. Decremental value will be appropriated across the line items (sl. no. 1 to 6) of Appendix A Form 02 of RFP proportionately by the system.

m. **REVERSE AUCTION PROCESS:**

   i. The procurement process shall be completed through a single Reverse Auction.

   ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

   iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per Appendix A Form 02 of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.

   iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the Bidder by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the Bidder. This shall be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Bidder to upload the faxed prices online. In case the required time is not available with the Bidder at the time of receipt of fax message, the Bidder will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

n. **EXPENDITURE ON REVERSE AUCTION:**

   i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.

ii. Bidders shall participate in the training or mock auction at their own cost.

o. **CHANGES IN BIDDER RULES:**

   i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

p. **OTHER INSTRUCTIONS:**

   i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

   ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

   iii. Neither Bank nor Bidder can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

q. **ERRORS AND OMISSIONS:**

   i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

2. **Terms and conditions of Reverse Auction:**

   a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the Bidder. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.

   b. The auction type is English Reverse No Ties.

   c. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.

   d. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.

   e. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.

   f. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.

g. Bidding will be conducted in Indian Rupees (INR).

h. The bidder has to quote the total cost of items mentioned in Appendix 1 Form 02 of RFP (Line item Nos 1 and 2). Bank will arrive at TCO as per the format mentioned in the Appendix 1 Form 02 after closure of bidding.

i. The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.

j. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.

k. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.

l. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP 132015, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.

m. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 132015 are only eligible to participate in Reverse Auction Process.

n. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

o. All other terms and conditions of the RFP no. 132015 remain unchanged.

FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 132015 for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 132015 for "Procurement, Implementation and Maintenance of Enterprise Antivirus Solution" in connection with the reverse auction event held by BANK OF MAHARASHTRA & to be conducted by _____.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP 132015.
5. We agree not to divulge either our bids or those of other suppliers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of _____or BANK OF MAHARASHTRA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. _____ does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and BANK OF MAHARASHTRA.
9. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
10. Our participation in a bid event is by invitation from BANK OF MAHARASHTRA. Any other suppliers, including those registered on _____ do not automatically qualify for participation.
11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by _____ in consultation with BANK OF MAHARASHTRA. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.

14. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel or re-open the auction.
15. We shall indemnify and hold _____ , its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
16. _____ , any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
17. _____ does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of _____ 's control.
18. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
19. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Name: **Stamp:**

Designation: **Place:**
     Date:

Organization: **Signature:**

Annexure 9: Manufacturer's Authorization Form (MAF)

No. _____ dated_____

TO

_____

_____

_____

Dear Sir,

Tender Reference No._____

We _____who are established and reputable manufactures of _____ having factories at_____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case the above firm is not able to perform the obligations as per contract during the period of contract, as Original Equipment Manufacturer, we are liable to provide the services as per the terms of contract.

We also confirm that there will not be any end of support/ end of life to any of the versions of software provided by us during the tenure of the project. In case, end of life/ end of support is declared by us for any version of software product installed, we are liable to replace that software with software giving equal or better functionality at no additional cost to the Bank.

Yours faithfully,

(Name)

for and on behalf of

M/s_____

(Name of manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

Annexure – 10: NON - DISCLOSURE AGREEMENT

This Confidentiality cum Non -disclosure Agreement is entered into _on this day_____of_____2016, between _____ **<Third Party/ vendor name and address>** (herein after called "Bidder") and Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1501, 'LOKMANGAL', Shivajinagar, Pune – 411 005 (herein after referred to as 'BOM' or "Bank").

The Bidder and BOM would be having discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement <name of the outsourced activity> dated_____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesseth:

1 Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2 Confidentiality

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that

a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

(a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
(b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
(c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations : The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;

c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

MIS _____(BOM) Attn :_____Attn----------------

7. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 2 years following the term of the Agreement dated_____.

   a. Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8. Damages: The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. Miscellaneous:

   a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.

   b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees

   c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s _____   Authorized Signatory

Shri _____   Designation _____

For Bank of Maharashtra   Authorized Signatory

Shri _____   Designation_____

Annexure -11 PRE CONTRACT INTEGIRTY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2016, between on one hand, Bank of Maharashtra through authorized official Shri. _____, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s_____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure ENTERPRISE WIDE ANTIVIRUS SOLUTION and the BIDDER/Seller is willing to offer/has offered the ENTERPRISE WIDE ANTIVIRUS SOLUTION and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is an Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift

reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

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

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

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

COMMITMENTS of BIDDERs

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

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

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission

fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

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

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

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

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

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

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

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

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (*to be specified in RFP) as* Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:

5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra IT Department**

5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

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

5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the

complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

6. Sanctions for Violations:

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

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

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

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

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

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

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

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

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

6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened

6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

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

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

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

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

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

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

8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:

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

12. Validity:

12.1.   The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to

the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties herby sign this Integrity Pact at _____ on _____

BUYER   BIDDER
Name of the Officer: CHIEF EXECUTIVE OFFICER
Designation: (Office Seal)
IT Department
Bank of Maharashtra

           (Office Seal)

Place _____
Date _____

Witness: Witness:
1   1
_____   _____
(Name & Address) : _____   (Name & Address) : _____

2   2
_____   _____
(Name & Address) : _____   (Name & Address) : _____