



**The Pune District Central Co-operative Bank Ltd.**

**INFORMATION TECHNOLOGY DEPARTMENT**

**HEAD OFFICE: Pune District Central Co-Op. Bank Ltd.,**

**B 4, B. J. Road, Pune.**

**Pin – 411001**

**Maharashtra, India**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Selection of Service Provider for Cyber Security Operation Center**

**on**

**Hybrid Model**



## Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder whether verbally or in documentary form by or on behalf of the PDCC Bank by any of their authorized employees or advisors or consultants, is provided to Bidder based on the terms and conditions set out in this RFP document only and any other terms and conditions subject to which such Information is provided.

This RFP document is not an agreement and is not an offer by the PDCC BANK to any other party. The purpose of this RFP document is to provide Bidder with information to assist the formulation of their proposal for Cyber Security Operation Center on Hybrid Model. Bidder if so, required may approach the PDCC BANK for any further information. However, the PDCC BANK is not obliged to furnish any part or whole of the information sought by Bidder.

The PDCC BANK may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information in this RFP document at any time including prior to the submission of the proposal.



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## 1. Introduction

The co-operative societies act gave birth to many co-operative institutions, hence The Pune District Central Co-operative Bank (PDCCB), Pune (hereafter referred as “the Bank”), came into existence on 4th Sept 1917 with the vigorous efforts taken by late Shri. N.C. Kelkar. The bank has its registered office at 4 B, B. J. Road, Pune 411 001. The Bank is also having Banking License No. RPCD Bombay 62 C, dated 16/03/1995 from Reserve Bank of India to transact Banking business. The bank has rich history in as much as its first Chairman Late Shri. N. C. Kelkar a renowned litterateur and social worker. Able leadership was subsequently provided by eminent personalities like Late Dr. D. R. Gadgil, the father of co-operative movement in India, Shri. L.B. Bhopatkar leading lawyers of Pune and Prof. V. G. Kale economist. Now the Bank is running under the dynamic leadership of Chairman Dr. Digambar Ganpat Durgade and Cabinet Minister of Co-Operation Government of Maharashtra Shri. Dilip Dattatraya Walse-Patil. The bank presently has 300 (294 + 6) branches with extension Counters across Pune district. All the branches along with extension counters are covered in Enterprise-Wide Network of Core Banking Solution (CBS). The Bank has its own Data Center in its Head Office & DR Center at Amravati, Andhra Pradesh.

### 1.1 Background

**The Pune District Central Co-operative Bank (PDCCB), Pune,** having its registered office at 4 B, B. J.



Road, Pune 411001, is one of the leading District Central Cooperative Bank in India and is having 300 (294 + 6) branches with extension Counters across Pune district. All the branches have computerized entire operation using Core Banking Solution to meet the present and future needs of the Bank. The Bank has its own Data Center in its Head Office and DR Center at Amaravati, Andhra Pradesh.

Bank is inviting Proposal from prospective bidders through the process of Tendering to participate in the competitive bidding for Selection of Service Provider for Cyber Security Operation Center for Pune District Central Co-operative Bank Ltd. on Hybrid model.

This document is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

#### Present Status:

- The core infrastructure for the existing CBS application of The Pune District Central Cooperative Bank is hosted at the Bank's DC (Pune) and DRC (Amaravati, Andhra Pradesh).
- The DC is situated at PDCC's head office premises in Pune and managed by System Integrator.
- The Bank's DR is located at Amaravati, Andhra Pradesh which is managed by Service Provider.
- Bank's DC & DRC have 2 mbps leased line connectivity to branches through BSNL. DC-DRC replication links are both from BSNL and Airtel having a capacity of 100 mbps each.
- Around 300 branches are connected to DC & DRC through 2mbps MPLS link.
- The DC has 250 mbps BSNL internet connectivity and the link is used for mobile banking, internet banking, Mailing etc.

## 1.2 Request for Proposal

The Pune District Central Co-operative Bank intends to engage a bidder for the scope defined in this RFP document towards Cyber Security Operation Center on Hybrid Model.

Bid related details are as mentioned below:

RFP Reference Number	PDCC/IT-Tender/2024-25/002 Date: 19.08.2024
Tender Fee (non-refundable) by Demand Draft/ Banker Cheque only	INR 15,000/- + INR 2,700/- (GST) = INR 17,700/- (Seventeen Thousand Seven Hundred Rupees Only) favoring ' <b>The Pune District Central Co-operative Bank Ltd.</b> '
Earnest Money Deposit by Demand Draft	INR 10,00,000/- (Rupees Ten Lakh Only) favoring ' <b>The Pune District Central Co-operative Bank Ltd.</b> '
Availability of RFP document at our Bank's website for downloading	19.08.2024



Last date for submission of clarification	<b>23.08.2024 upto 16.00 hours</b>
Last Date, Time and Place for submission of Bid	<b>02.09.2024, upto 15:00 hours</b> The Pune District Central Co-operative Bank, IT Dept. Head Office: 4 B, B. J. Road, Pune - 411 001.
Date and Time of Eligibility cum Technical Bid opening	<b>02.09.2024, 16:30 hours</b> At the place of submission of Bids
Date and Time of Commercial Bid opening	Will be advised to the technically qualified bidders.
Address for Communication	<b>The Deputy General Manager IT,</b> The Pune District Central Co-operative Bank, Head Office: 4 B, B. J. Road, Pune 411 001.
Contact Numbers	020-26304100
Email ID	<a href="mailto:It.tender@pdccbank.com">It.tender@pdccbank.com</a>
Website	<a href="https://www.pdccbanc.co.in/">https://www.pdccbanc.co.in/</a>

The above dates are likely to remain unchanged. However, Bidders should check website [www.pdccbanc.co.in](http://www.pdccbanc.co.in) for any changes/addendums to the above dates and/or any other changes to this RFP. Bidders to confirm with Bank the time & venue one day prior to any of the above scheduled event.

The bidder is required to submit the Tender Fees worth INR 17,700/- (Seventeen Thousand Seven Hundred Rupees Only) vide Demand Draft/ Banker Cheque on or before the last date of submission of tender as mentioned above. Only those bidders who have submitted the tender fees will be allowed to participate in the tendering.

1. The bidder having MSME certificate is not required to submit the Tender fees and EMD. The bidder must submit a valid MSME certificate (issuance date before submitting the RFP response) as part of the technical response.
2. If Bidder requires any clarification, then it should be shared on email at "[It.tender@pdccbank.com](mailto:It.tender@pdccbank.com)" till 23<sup>rd</sup> August 2024. Bank will reply via email.
3. Eligibility cum Technical bid will be opened, in the presence of the bidder's representatives who choose to attend the opening of technical bid. No separate communication shall be sent in this regard.
4. All bids must be submitted at the same time giving full particulars in separate sealed envelopes at the bank's address within the time period specified as above.
5. Each bid must be accompanied by a bid security as specified in the RFP and must be delivered during office hours at the above address on or before specified date and time indicated



above. No further discussion will be granted to bidders whose bids have been technically disqualified.

6. Nonattendance at the Bid opening will not be a cause for disqualification of a bidder. The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.



## 2. Detailed Scope of Work

Bank intends to engage and utilize the services of Bidder for Implementation, Maintenance and Facility Management, System Security Tools of Cyber Security Operation Center (CSOC) including but not limited to design, supply, configuration, implementation, customization, integrations, monitor, manage, backup, back-to-back arrangement with OEM, documentation, training, warranty support, post warranty maintenance support for 5 years.

The bidder is expected to provide the below mentioned services and ensure 24\*7\*365 coverage for all devices and instances at the Data Center, DR Site, NDR, HO, Branches and Service Outlets and for the hardware/software applications of the PDCC Bank. Bank expects below solutions to be provided as part of SOC, but the management & monitoring will cover all devices & solutions implemented at bank's end.

- Network Access Control (NAC),
- Endpoint Detection Response (EDR),
- Endpoint Forensic and Behavior Analysis (EFBA),
- Database activity monitoring (DAM),
- Security information and event management (SIEM) (as service),
- Privileged identity and Access management (PIM/PAM),
- Network Behavior Anomaly Detection (NBAD),
- Threat Intelligence (as service),
- SOAR (as service),
- VAPT tool as per NABARD guidelines,
- Anti-Phishing, Anti-Trojan, Anti-Malware, Anti-rouge etc. (as service).
- Dark web monitoring s( as service).

The solutions that are already available at Bank are as mentioned below:

Sl. No.	Component / Solution	Solution Deployed at PDCC Premises
1	External Firewall with NIPS (Checkpoint)	√
2	Core Next Generation Firewall with NIPS, Analyzer (FortiGate), Forti analyzer	√
3	TrendMicro Endpoint Security with Anti-Virus and HIPS	√
4	Data Loss Prevention (DLP) (Array)	√
5	Anti-DDoS solution (Array)	√
6	Enterprise Management Solution (Motadata)	√
7	Patch Management (KACE)	√
8	VPN	√
9	Email solution along with Security (Xgenplus)	√
10	SSL VPN (Array)	√
11	SSL Interceptor (Array)	√
12	Load Balancer (Array)	√
13	WAF (Array)	√
14	Anti- Advanced Persistent Threat (Anti- APT) (Through External Firewall)	√
15	Commvault Backup tool	√
16	Checkpoint Sandbox	√
17	Proxy Server	√
18	AAA, TACACS Server	√

The CSOC should take inputs from above various security measures, should normalize the logs, correlate events relevant to the service under scrutiny and should report any uncommon behavior as an incident for that service.

It is expected that the bidder who selected to provide CSOC services will also comply with the mandatory information security requirements applicable for cloud deployment models of “MeitY’s “Provisional Empanelment of Cloud Service Offerings of Cloud Service providers (CSPs)”.

The CSOC shall check all the Ingress & egress points (perimeter touch points) present in the network of the Bank as well as end points and shall check for any unauthorized data flowing out of the network. The CSOC should also be able to collect information about the behavior of unauthorized software and report any unknown behavior. e.g., Router login, switch level login, Interface (P2B, HRMS) etc.

Bidder to consider/integrate the existing solutions implemented by the Bank in proposed C-SOC Solution.

The following solutions like Anti-Phishing, Anti-Trojan, Anti-Malware, Anti-rouge, Dark web monitoring, Security Incident and Event Management (SIEM), SOAR etc. should be on services basis from the bidders CSOC and licenses should be valid till the contract tenure.

Bank’s expected hybrid deployment strategy of the proposed solution is as mentioned below:

Sl. No.	Component / Solution	Solution Deployment via Managed SOC	Solution Deployment On – Premises
1	Network Access Control (NAC) (Existing user count is approximately 2500 and components count is 2300)		√
2	Endpoint Detection and Response (EDR)		√
3	Endpoint Forensic and Behavior Analysis		√
4	Network Behavior Anomaly Detection (NBAD)		√
5	Anti-Phishing, Anti-Trojan, Anti-Malware, Anti-rouge etc.	√	
6	Dark web monitoring	√	
7	Database Activity Monitoring (DAM)		√
8	Security Incident and Event Management (SIEM)	√ (Analyzer)	√ (log Collector)
9	Privileged Identity and Access Management (PIM/PAM) (Existing user count is approximately 20 and components count is 200)		√
10	SOAR	√	
11	VAPT tool as per NABARD guidelines.		√

## Time Schedule of the Project

S.no	Activity	Timeline								
		1 Wk	2 Wk	3 Wk	4 Wk	5 Wk	6 Wk	8 Wk	14 Wk	16 Wk
1	Submission of Detailed Project Plan including integrating all the present security solutions									
2	Deployment of CSOC Resources at Bank's premises									
3	Training for the Bank Team									
4	Prepare CSOC Processes									
5	Delivery of CSOC Hardware/ Software and licenses and resources									
6	Installation & Configuration of SIEM including HA and DC-DR -NDR setup.									
7	Integration of various devices (servers, Network devices and Databases of the Bank) and various current and proposed security solutions									
8	UAT and making the CSOC operational									

Installation, configuration and integration should be done by the Bidder. The Bidder would be responsible for all technical support to maintain the required uptime till project tenure.

Proposed Cyber Security Operations Center should collect, correlate and monitor various logs / incidents in real time. The bidder shall appropriately manage and provide protection within and outside organization borders/ network, taking into consideration how the data/ information is stored, transmitted, processed, accessed and put to use within/ outside the bank's network, and level of risk they are exposed to depending on the sensitivity of the data/ information.

The Bidder should have necessary agreement with the OEM for all the required onsite support for entire contract period of five years.

Bidder should have 24\*7\*365 back-to-back support with OEM during the total contract period for necessary support.

The period of support coverage would be for 5 years from the date of GO-LIVE and sign-off of all security solutions and services covered under this RFP. Bidder should provide separate Hardware for on-premises CSOC solutions. For the proposed hardware, bidder to provide 3 years Comprehensive warranty and 4th and 5th year comprehensive AMC after the expiry of the warranty period.

The proposed applications should be provided with 1-year comprehensive warranty and the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> &

5<sup>th</sup> year ATS will be charged separately as per the commercial bill of material “Annexure-11”. During these five years tenure, the bidder is responsible to provide for any updates, upgrades, patches, changes in statutory requirements, new statutory requirements, and bug fixation without any additional cost to Bank.

## 2.1 The Bidder is expected to do following but not limited to:

1. The bidder is expected to provide 4 (Three (3) L1 resources and One (1) L2 resource) members team (For L2, will work during office hours and For L1, will work 24\*7\*365 in shifts. Resources should be available during Bank holidays) who will be stationed at Banks DC/HO location and do the required onsite monitoring & configuration of the CSOC solutions. The team should act as a bridge between the local Bank IT team or its designated SI team and the remote CSOC for any coordination related to operation which will not be limited to reporting, providing dashboard, intimation & follow-up to resolve any vulnerabilities, changes required in solutions under management of Bank or its designated SI. The CSOC team should work closely with Bank's IT and other teams till any identified issue is resolved and keep on updating the Bank's management periodically.
2. CSOC shall conduct deep scan of packets including secure traffic passing through internet/web gateway of the Bank and shall use the intelligence to correlate with other logs and generate meaningful reports / alert.
3. Procurement of the necessary solutions and the corresponding hardware, software, database etc. required for implementing these solutions. Bank will provide the required space & power to implement these solution on DC, DR & NDR for optimum uptime. Any network & power cables needed to integrate the solution with Banks existing architecture is to be arranged by bidder. All solutions to be in HA mode in DC & standalone mode in DR/NDR.
4. Bidder to confirm the type of link and its capacity required between bank's DC/DR/NDR and CSOC provided DC/DR/NDR. Bank will procure the links separately.
5. The Bank intends to have various modules of SIEM placed in DC to be in HA (High Availability) mode, also the Bank intends to have SIEM modules in DR and NDR for redundancy.
6. Bidder will also provide complete dashboard at PDCC for all the measuring parameter of the solution like bird view.
7. Bidder shall provide SIEM solution, which can monitor below mentioned Assets to be integrated for SOC and in addition the solutions being provided by bidder as part of CSOC. Any new solution (SD-WAN, Micro-ATM & Future solutions) procured during the tenure of the project to be added as part of monitoring.

### Assets to be integrated for CSOC:

Sr. No	Device Category	DC	DR	NDR
1	Firewalls	5	5	2
2	Routers	4	4	2
3	L3 Switches	4	4	2
4	Windows Servers (Windows 2019)	77	52	10
5	Cent OS 8,9	9	9	
6	Mail Messaging System	1		



Sr. No	Device Category	DC	DR	NDR
7	DLP	2	2	
8	SQL Database	5	5	
9	Anti DDOS	2	2	
10	WAF	2	2	
11	SSL VPN	2	2	
12	NLB	2	2	2
13	SSL interceptor	2	2	
14	Endpoint Security with Anti-Virus and HIPS	1	1	
15	Active Directory Server	4	4	
16	Branch Router	300		
17	Sandblast	2	2	
18	Backup tool	1		
19	Proxy Server	1		
20	AAA, TACACS Server	1		
21	Pls add (if any)			

8. The SIEM tool should be capable of sending automated email and SMS as other modes of communication for alerts related to critical incidents.
9. Log has to be retained for a period of Six (6) months Online and additional Six (6) months offline. SIEM should collect log from all solutions as per above mentioned table **“Assets to be integrated for CSOC”** and provide a comprehensive picture. If bank procures any additional devices/solutions/Services during the tenure of contract the same should be integrated in SIEM without any additional cost to the Bank.
10. In case the bank changes network architecture, SIEM should be able to integrate accordingly without any cost to Bank.
11. The bidder should provide 42U rack to mount the proposed solutions at Bank's DC & DR (colocation charges will be Borne by Bank). However, the procurement of the rack will be finalized with the selected bidder.
12. The proposed backup target should be disk based hardware solution.
13. The Bidder is expected to size the Hardware/appliance/storage as per the requirements mentioned in this RFP which will be seamlessly work for 5 years.
14. Bidder should provide a storage solution such that the storage never crosses threshold of 80% of total capacity and servers or other hardware beyond 70% performance threshold till the contract period. In case it crosses performance threshold more than an instance the same has to be upgraded by bidder free of cost.
15. Implementation of the respective solutions including configuration, customization of the products as per the requirement.
16. Integration of the solutions to provide a comprehensive single dashboard view of the security risks/incidents.
17. The CSOC should be well prepared to face emerging cyber-threats such as 'zero-day' attacks, remote

access threats, and targeted attacks etc.

18. Integrate the C-SOC solutions with proposed application platforms, server and storage environment, enterprise network, EMS/ NMS solutions, security solutions, ticketing tools etc.
19. The bidder should provide Ticketing tool from their CSOC.
20. Providing adequate resources for Cyber Security Operations Center (C-SOC) and should continuously coordinate with the onsite team.
21. Development of operating procedures in adherence PDCC's policies.
22. Security Monitoring/scanning of cyber-attacks into/on/against Bank's IT assets
23. Manage security, configuration, availability, performance and fault management, advisory for the security devices and its software stipulated in scope.
24. Ensure Scanning / Protection/ Presentation /Reporting as required by the Bank.
25. The Bidder should provide regular threat intelligence to the bank e.g., threat intelligence needs to integrate with SIEM solution to identify and respond to new attacks quickly e.g., we can add rules to automatically receive alerts if any Ip address from threat intelligence service is found in Banks environment.
26. Vulnerability Assessment & Penetration Testing tool for critical devices/ servers /applications/ solutions.
27. The VAPT solution integrates seamlessly with SIEM to provide real time alters and comprehensive analysis and ensure the tool can perform security assessments on mobile applications across different platforms like Android and iOS. Frequency for VAPT audit will be Half yearly once, as and when required.
28. The bidder should do the hardening of the proposed hardware and applications after successful implementation.
29. Risk assessment and mitigation, protection, execution support for the Security solutions, devices, software and applications under the scope CSOC.
30. Ensure adequacy, appropriateness and concurrency of various policies as per the requirement of statutory and regulatory authorities and Government of India Security authorities, IT Act 2000 and subsequent amendments and guidelines in place.
31. Ensure adherences to Bank's Information Security Policy, Cyber Security Policy and Cyber Crises Management Plan etc.
32. Bidder should provide Forensic support for 50 Hours per year and it will be on actual basis based on hours spent in a year.
33. Dashboard for reporting and SLA management.
34. Adherence to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to bank.

35. Identify information security threats/ vectors targeting Bank's environment and prevent impact or breach by implementing adequate security mechanisms.
36. Ensure that all aspects of Installation, De-Installation, integration, Configuration, Re-configuration, relocation (within the provided locations by Bank), enhancements, updates, upgrades, bug fixes, backups, audits, on-site as well as off-site support for the proposed hardware/software required for delivering the proposed Security services.
37. Bidder needs to ensure that proposed solution will integrate with the IT System using standard methods/ protocols/ message formats without affecting the existing functionality of Bank.
38. The Bidder would be responsible for updates, patches, bug fixes, version upgrades for the entire CSOC infrastructure without any additional cost to the Bank during the contract period.
39. The Bidder should provide the latest version of the Solution. The Bidder would be responsible for replacing the out-of-support, out-of-service, end-of-life, undersized, infrastructure elements at no extra cost to the Bank during the entire contract period of 5 Years. Replacement to be done before due date of the product/service and the intimation to be given to Bank at least one month before in case of any of the above scenario.
40. The system should be in high-availability mode at Log collection and Logger level and with BC (Business Continuity) set-up at Bank's DR (Disaster Recovery) & NDR site.
41. The proposed solution by Bidder will be audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Bidder to co-operate and provide necessary information and support to the auditors. The Bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Bidder shall provide assistance during cyber security drills / audits as and when conducted without any additional costs.
42. The Bidder must ensure that once the logs are written to the disk/ database no one including database / system administrator should be able to modify or delete the stored raw logs. If connectivity between log collection agents and logger is down, then the Log collector agents should store the logs of at least 15 days and send them once connectivity is established.
43. The Bidder must ensure that for each security incidents, solution should provide online and real time remediation and guidance (guidance in case if solution is not under Bidder's Scope). Proactively inform about potential security threats/vulnerabilities, new global security threats/ zero-day attacks in circulation and suggest and implement suitable countermeasures to safeguard Bank's IT assets and customer data against such evolving threats / attacks along with the analysis.
44. Bidder should develop/document Crisis Management Plan based upon various threat scenarios. Crisis management Plan should be quarterly tested along with various stakeholders in Bank/Other relevant service providers. Crisis management plan should also be reviewed periodically or as and when required and the same should be shared with bank.
45. Virus alerts through SMS/e-Mail for the viruses, worm's activity observed at the security solutions and devices under the Bidder scope. Subsequent activities of remediation & closure are the responsibility of Antivirus service provider. Bidder will track the status of the Trouble Ticket opened in this context.

46. The Bidder shall participate in the DR drill whenever conducted by Bank.
47. For DC-DR replication, the solution should also have the capabilities to replicate it during non-business hours. Bidder to confirm the capacity of DC-DR replication link required for CSOC operations and bank will enhance DC-DR replication link accordingly.
48. Bidder shall ensure that no component is declared either End of Support, End of Sale or End of Life during tenure of the contract. In case the OEM declares later on a date for End of Sale/ Support/ Life which falls before the end date of the contract, the Bidder will have to replace/ upgrade the component free of cost with the latest workable component within bank expected timeline.
49. Solution should provide a highly powerful and flexible attribute-based access control solution that combines authentication, authorization and accounting (AAA), Network Admission Control (NAC), profiling, guest/third party management services etc.
50. CSOC should also take necessary preventive and corrective measures in addressing various types of cyber threats including, but not limited to, denial of service, distributed denial of services (DDoS), ransom-ware /crypto ware, destructive malware, business email frauds including spam, email phishing, spear phishing, whaling, vishing frauds, drive-by downloads, browser gateway fraud, ghost administrator exploits, identity frauds, memory update frauds, password related frauds, etc.
51. Solution should cover Phishing simulation and training module to educate bank users and test their response to phishing attacks.
52. The solution should have an automated discovery function to identify network devices and capture information such as IP address, OS, services provided, other connected hosts etc.
53. The solution should identify the source of an attack and should not block legitimate users.
54. The solution should provide user Identity information in addition to IP address information throughout the system & allow groups based on Identity or Active Directory workgroup & provides full historical mapping of Username to IP address logins in a searchable format.
55. The solution for Patch, Software and Hardware asset inventory management broadly covers Windows, Unix, Linux, Ubuntu etc.
56. The Solution should be compatible with different Hardware provider OEM (HP, IBM, Dell, Wipro, Cisco, Oracle etc.)
57. During the project tenure if any new device added by the bank, then the Bidder is responsible to consider the same device under SOC solution without any additional cost.
58. The Solution should provide following hardware detail for the registered assets (Physical or Virtual) – Manufacturer, CPU, family, no. of socket, no. of Cores, Install memory details and system type, Computer name, Domain, Activation etc.
59. The Cyber Security Operation Center (CSOC) implementation should comply with all the functional and technical requirement mentioned in Annexure 10.



## 2.2 Onsite Resource Experience

The onsite resources should not be replaced with prior intimation and approval from Bank. In case of replacement new resource should be provided with at least similar or better experience than the existing resource. The transition/Handover period between the old & new resource should be atleast 1 month and at Banks DC/HO.

Bidder should do proper background verification of the resources proposed and same should be submitted to bank. Deployment of resources should be intimated and approved by Bank. Bank reserves the right to interview a resource prior to deployment or request withdrawal of a resource in case of any issue identified with respect to performance/behavior.

Onsite FMS resources will be mediator/SPOC between Bank team, SI FMS and CSOC Bidder. Onsite FMS team also responsible for below mentioned tasks.

1. Will coordinate with SI FMS team to apply, implement, test the remediation, course of action received from CSOC bidder against any incident.
2. Onsite FMS team proactively looks for signs of malicious activity in a Banks network with the help of tools and techniques to identify threats that automated systems might miss. Also, should collaborate with other cyber security teams and share findings and methodologies.
3. Onsite FMS team should have a proactive approach and understanding of evolving threat landscape. They should also be apply their knowledge of malware methods, attack methodologies and Tactics, techniques and procedures to discover anomalies and trends in data.
4. It is bidders' responsibility to manage the overall FMS services by deploying additional resources without any additional cost to the bank in the absence/leave of L1/L2 in their leave and holidays, otherwise the number of leaves amount will be deducted from FMS billing.
5. The billing of the new/replaced resource (L1/L2) will start from the first-year rate as per Annexure-11: Commercial Bill of Material - FMS contract rate.
6. The bidder shall obtain approval from the Bank for each personnel new/replaced etc. prior to the actual deployment. Bidder must submit copies of the qualifications, experience, and certifications of the personnel to be deputed on this assignment on its letterhead and the bank may conduct an interview of the resources on a case-to-case basis. The bank shall retain the right to deny any personnel of the bidder to take up this assignment.
7. Periodic reporting to Bank team as per RFP.
8. 24\*7\*365 monitoring of CSOC solution at PDCC.

The onsite resources should fulfill the below minimum criteria:

Area	Role	Qty	Experience	Educational Qualifications/ Certifications/ Skills
Onsite CSOC Management	L2	1 resource in bank working hours	Overall experience of atleast 6 years in IT industry with minimum experience of 3	<ul style="list-style-type: none"> <li>• Engineer/Technical Graduate</li> <li>• Good Communication (written/oral)</li> </ul>



			years in CSOC management for Banking clients	<ul style="list-style-type: none"> <li>• Certification in cyber security or security operations from Authorized certifications institutions. (CEH/CISA/CISSP or professionally certified from OEM on proposed major solutions like SIEM/SOAR)</li> </ul>
24*7*365 Onsite CSOC Management	L1	3 resources in shifts	Overall experience of at least 2 years in IT industry with minimum experience of 1 years in CSOC management for Banking clients	<ul style="list-style-type: none"> <li>• Engineer/Technical Graduate</li> <li>• Good Communication (written/oral)</li> <li>• Certification in cyber security or security operations from Authorized certifications institutions.</li> </ul>

### 3 General Eligibility Criteria

PDCC shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. Any credential/supporting detail mentioned in the Eligibility criteria mentioned below and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

#### 3.1 Eligibility Criteria

Sr. No.	Eligibility Criteria	Supporting Documents
<b>A. GENERAL</b>		
1	The bidder must be a Government Organization / PSU / PSE or a Public / Private Limited Company or a partnership firm incorporated in India and operating in India for at least 5 years as on date of the RFP.	Certificate of Incorporation and other Documentary evidence to be attached
2	The bidder should have ISO 9001:2015, minimum CMMi Level 3 certified, ISO 27001:2013/ ISO27001:2022	Copy of the relevant certificates or Assessment certificate from Auditing agency.
3	The Bidder should have not been blacklisted/barred/disqualified by any Public Sector Bank / PSU / GOI department as on date of submission of Bid.	Self-declaration by competent authority of the bidder
4	The Bidder should have its own managed Cyber SOC along with its DR site in India.	Details to be provided on Bidder's letterhead.
<b>B. FINANCIAL</b>		
1	The bidder should have a minimum annual average turnover of INR 100 Crore for each of the 4 financial years (2020-21, 2021-22, 2022-23 & 2023-24) exclusively from their Indian operations.	Audited Balance Sheet and Profit and Loss Account Statement for last four years. Bidder to provide provisional Balance sheet and P&L along with CA certificate for 2023-24 in case audited balance sheet is not published.

2	The bidder should be a Profit-making company for any 3 out of 4 financial years (2020-21, 2021-22, 2022-23 & 2023-24) from the India operations. Profit After Taxes (PAT) will be considered	Audited Balance Sheet and Profit and Loss Account Statement for last four years. Bidder to provide provisional Balance sheet and P&L along with CA certificate for 2023-24 in case audited balance sheet is not published.
3	The bidder should have positive net worth in any 3 out of 4 financial years (2020-21, 2021-22, 2022-23 & 2023-24).	Chartered Accountant certificate for Net-worth for last four years.
<b>C. EXPERIENCE &amp; SERVICE CAPABILITY</b>		
Sr. No.	Eligibility Criteria	Supporting Documents
1	The bidder should have prior experience of the Implementation & management of CSOC for at least One (1) bank in India in the last 3 years.	Credentials from clients in form of Purchase Orders / Contract Agreement / Credential Letters etc. is required to be provided for reference with the Bank.
2	Bidder should have registered office in India and should have implemented own Security Operation Center or should be managing CSOC setup within India.	Relevant documents to be provided by the bidder.
3	Bidder should have at least 10 IT resources having certification in CISA/ CEH/ CISSP/ CISM/ CRISC or professionally certified from OEM on proposed major solutions like SIEM/SOAR.	An undertaking in the company's letter head signed by authorized signatory to be submitted along with relevant certificates.
4	Service Model: The bidder should provide the CSOC services from MeitY empaneled Government community cloud infrastructure i.e., SIEM/SOAR/ DLP/PIM etc., Solution should be hosted with MeitY empaneled government community cloud.	Valid Certification copy to be submitted.
5	The bidder company should not be owned or controlled by any Director, employee (or Relatives) of PDCC.	Self-declaration to this effect on company's letter head signed by company's authorized Signatory with Company seal.



6	All proposed solutions should have been supplied for atleast one PSU/BFSI department in India. OEM/Bidder credential for the proposed solutions will be considered.	Copy of purchase order or implementation signoff along with any one of the below mentioned documents: a. Contact details of the client reference on letterhead signed by authorized signatory of the bidder. b. Renewal PO copy (which is proof that the solution has been implemented and running successfully)
Note: bidder who do not fulfil to any of the above eligibility criteria will not be considered for technical evaluation and shall be immediately rejected without any separate notice or assigning any reason whatsoever.		

**Note:**

1. Banks mean: a. Public/Private Commercial Banks in India  
b. Regional Rural Banks in India  
c. UCB/ State / District Central Co-operative Banks in India

## 4 Evaluation Process

The competitive bids shall be submitted in three stages:

- Stage 1 – Eligibility criteria
- Stage 2 – Technical Bid
- Stage 3 – Commercial Bid

### 4.1 Objective of Evaluation Process

- The objective of the evaluation process is to evaluate the bids to select an effective and right fit solution at a competitive price. The evaluation by PDCC will be undertaken by an Internal Committee formed by the Bank. The bank may consider recommendations made by External Experts/ Consultants on the evaluation. The decision of the committee shall be final.
- 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 solution, not limited to those selection criteria set out in this RFP document.
- Through this RFP, Bank aims to select a bidder who would undertake the implementation and maintenance of the required solution. The bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP in section 4: Service Levels.

### 4.2 Normalization of Bids

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

PDCC may drop any solution during normalization period prior to finalization of order or delay its procurement at Bank's sole discretion. For delayed implementation of an CSOC cost of FM resource & ATS etc. will be calculated on pro-rata basis for the remaining contract period.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. PDCC Bank also reserves the right to conduct reference site visits at the bidder's client sites. Based upon the final technical scoring, short listing

would be made of the eligible bidders for final commercial bidding.

#### 4.3 Technical Evaluation Process

Initially only the 'Technical Bids' will be opened and evaluated. All technical bids will be evaluated, and a technical score would be arrived at.

In second stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial evaluation.

#### 4.4 Preliminary Examination of Offers

The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

#### 4.5 Technical Evaluation:

The Technical Proposals of only those bidders shall be evaluated who have fulfill the eligibility criteria bid. PDCC may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken. The bids submitted by the bidders shall, therefore, be evaluated on the following criteria:

Parameter	Maximum Score
Functional and Technical Requirements Evaluation	30
Bidder's capability & experience	40
Technical Presentation and Product Demonstration	30
<b>Total</b>	<b>100</b>

Bidder should ensure that any critical non-compliance against Annexure 10 -Functional & Technical Specifications may lead to disqualification. **Bidders scoring a minimum score of 70% i.e., an overall score of 70 marks or more will be declared technically qualified.**

#### Detailed Technical Evaluation Parameters:

S. No.	Technical Evaluation	Evaluation Approach
1	Compliance to Annexure 10- Functional & Technical Requirements	<p>➤The Bidder is required to submit the compliance to <b>Annexure 10- Functional &amp; Technical requirements. (Max 30 Marks)</b></p> <p><b>Note:</b></p> <p>➤ Deviations and non-conformance to requirements in the RFP shall be led to reduction in score.</p>



	<b>(Maximum Marks 30)</b>	<ul style="list-style-type: none"> <li>➤ Unreasonable scope limitations which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of PDCC.</li> <li>➤ The CSOC Solution shall comply 100% requirement.</li> </ul>
2	<p>Bidder's capability and experience</p> <p><b>(Maximum Marks 40)</b></p>	<ul style="list-style-type: none"> <li>➤ The bidder should have prior experience of the Implementation &amp; management of CSOC for at least One (1) bank in India in the last 5 years.               <ul style="list-style-type: none"> <li>a. <b>10 Marks:</b> If the bidder provides credentials for three (03) or more banks in India out of which one should be State Cooperative or DCCB/ Schedule Commercial Bank/ PSU in the last 5 years.</li> <li>b. <b>7 Marks:</b> If the bidder provides credentials for One (1) bank in India in the last 5 years.</li> </ul> </li> <li>➤ The bidder should have prior experience in the Implementation of the mentioned solutions in a bank in India in the last 5 years.               <ul style="list-style-type: none"> <li>a. <b>10 Marks:</b> If the bidder provides credentials for at least Seven (7) or more mandatorily including SIEM and SOAR from the below-proposed solutions in one bank for each item in India in the last 5 years.</li> <li>b. <b>7 Marks:</b> If the bidder provides credentials for at least Four (4) mandatorily including SIEM and SOAR from the below-proposed solutions in one bank for each item in India in the last 5 years.</li> </ul> </li> </ul> <p><b>The proposed solutions are:</b></p> <ol style="list-style-type: none"> <li>1. Network Access Control (NAC),</li> <li>2. Endpoint Detection Response (EDR),</li> <li>3. Endpoint Forensic and Behavior Analysis (EFBA),</li> <li>4. Database activity monitoring (DAM),</li> <li>5. Security information and event management (SIEM)</li> <li>6. Privileged identity and Access management (PIM/PAM)</li> <li>7. Network Behavior Anomaly Detection (NBAD)</li> <li>8. Threat Intelligence (as service)</li> <li>9. SOAR</li> <li>10. VAPT tool as per NABARD guidelines</li> <li>11. Anti-Phishing, Anti-Trojan, Anti-Malware, Anti-rouge and Dark web monitoring</li> </ol> <p><b>Note:</b> If the bidder does not have a single credential mentioning above all components in a bank, the bidder is free to provide credentials from atleast one bank for each of the identified components separately which includes SIEM and SOAR.</p> <ul style="list-style-type: none"> <li>➤ Bidder should have at least 10 IT resources having certification in CISA/ CEH/ CISSP/ CISM/ CRISC or professionally certified from OEM on proposed major solutions like SIEM/SOAR.               <ul style="list-style-type: none"> <li>a. <b>10 Marks:</b> If the bidder provides declaration for more than 10 certified CISA/ CEH/ CISSP/ CISM/ CRISC or professionally certified from OEM on proposed major solutions like</li> </ul> </li> </ul>



		<p>SIEM/SOAR resources under the company's payroll along with the CV and certificates.</p> <p>b. <b>7 Marks:</b> If the bidder provides declaration for more than 5 and less than 10 certified CISA/ CEH/ CISSP/ CISM/ CRISC or professionally certified from OEM on proposed major solutions like SIEM/SOAR resources under the company's payroll along with the CV and certificates.</p> <p>➤ Bidder should have currently in the business of providing CSOC/ SOC managed security services including log monitoring and correlation for minimum 500 assets and 3000 EPS in atleast one Bank in India.</p> <p>a. <b>10 Marks:</b> If the bidder provides credentials for three (03) or more banks in India.</p> <p>b. <b>7 Marks:</b> If the bidder provides credentials for less than three (03) banks in India.</p> <p><b>(Maximum Marks 40)</b></p>
3	<p>Technical Presentation &amp; Product Demonstration</p> <p><b>(Maximum Marks 30)</b></p>	<p>All the bidders will be required to make presentations to supplement their bids, showcase overall solution proposed.</p> <p>PDCC will schedule presentations and detailed product walkthrough/demonstrations which shall showcase the functionalities of the proposed solution in a real time environment. The date, time and location for the presentation and product walkthrough/demonstration will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to PDCC may result in the rejection of the proposal.</p> <p>Bidder is expected to cover the following point in its presentation:</p> <ol style="list-style-type: none"> <li>1. Understanding of the project</li> <li>2. Bidder's capability</li> <li>3. Approach and Methodology with capability of Hybrid model implementation.</li> <li>4. Project delivery plan</li> <li>5. CSOC Demonstration/live.</li> </ol> <p><b>(Maximum Marks 30)</b></p>

PDCC Bank team members will evaluate the proposals submitted by the bidders based on the above-mentioned technical parameters and select qualified bidder for commercial bid opening. PDCC Bank may consider all the proposals or top three proposals or more than one proposal for commercial bid opening. PDCC Bank has the right to accept and reject any proposal submitted by the bidder before the issuance of the Purchase Order.

#### 4.6 Commercial Bid Evaluation

It may be noted that commercial bids will be subjected to following evaluation process. Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Annexure 11- "Commercial Bill of Material". The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. The technically qualified bidders will be required to participate in the commercial bid opening. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of bidder.

### **Commercial Bid Evaluation Considerations**

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail.
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
3. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail
4. Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
6. If there is a discrepancy in the total, the correct total shall be arrived at by bank.
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the bids received in response to this RFP.
9. During the process of technical/commercial evaluation, if bank decides to withdraw any collateral item offered in the RFP, the commercial value of that item will be reduced from the commercial offer of all the bidders and TCO will be recalculated accordingly.
10. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
11. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
12. The bank shall not incur any liability to the affected bidder on account of such rejection.

13. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

#### 4.7 Evaluation Mechanism

##### Final Evaluation – Weighted Techno-Commercial Evaluation

The score(s) will be calculated for all technically qualified bidders using the formula: -

$$S = (0.3 \times \frac{C_{minimum}}{C_{quoted}}) + (0.7 \times \frac{T_{obtained}}{T_{highest}})$$

(Minimum Commercial Quote/Quoted Price) x30% + (Technical Score/Highest Technical Score) x 70%

(Technical will carry 70% weightage and Commercial will carry weightage of 30%)

Highest scores so obtained using the above method shall be declared L-1.

In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared L-1 bidder.

**Bidder who is declared L1 may be called for negotiation before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder.**

The Bank reserves the right to float the RFP again. The Bank shall not incur any liability to the bidder(s) on account of reissue of RFP. Bank shall not be obliged to inform the bidder(s) of the grounds for the Bank's rejection. The Bank reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following.

- If none of the bidders qualify in the technical bid evaluation.
- If only one bidder qualifies in the technical bid evaluation.
- If selected bidder fails to execute the Agreement within the time limit stipulated. Any decision in this regard by Bank shall be final, conclusive and binding on the bidders.

Bank may call upon the ultimate short-listed bidder to make a detailed presentation to the Board of Directors of the Bank.

The L-1 bidder shall be decided on the basis of the Techno-Commercial evaluation as mentioned in the RFP document.

The bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.

If any bidder fails to quote against any of the services sought by the Bank, it will be presumed by the Bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later and such services have to be provided to the Bank without any extra cost along with all other services.

## 5 Service Levels

### 5.1 Availability

1. The BIDDER agrees to maintain on a continuous basis the availability of the applications along with user desktop levels, at least 99.995%, to be computed on monthly basis through the entire IT infrastructure including dual link availability at branches, Head Office, DC, DRC, NDR and other network locations.
2. The BIDDER shall provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report should be provided to the bank at the end of every month containing the summary of all incidents reported and associated BIDDER's performance measurement for that period.
3. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting. Bidder will also provide complete dashboard at PDCC for all the measuring parameter of the solution like bird view.
4. For the purpose of availability, the service window will be 24\*7\*365.

Parameter	Committed Service Level	Threshold Service Level	Performance Category Allocation	Measured
Availability of C-SOC Solution	99.995%	99.95%	100%	Monthly Availability Report/ Monthly Helpdesk Report

### 5.2 Penalty Calculation (Availability)

1. System availability is defined as:

$$\{(\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time})\} * 100\%$$

Where:

- "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- "System downtime" subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the ticket is allocated to Bidder or logged in by Bank and/or its customers in the helpdesk with the Bidder or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to the Bank users and Bank customers would also account as "System downtime".
- Planned maintenance downtime will not be considered as system downtime.
- Service level default = Committed uptime – Actual uptime (Quarterly)
- In case Actual Service Level for any quarter is below 99.95%, 10% of the quarterly payment shall be deducted as Penalty for each percent of service level default or part thereof. Maximum penalty cap

will be 10% of the total contract value, the order may be cancelled by Bank if the maximum penalty cap is reached.

### 5.3 Helpdesk Response

- All mails/calls received at Helpdesk will need to be classified as Incident, Problem, Service Request, Change Request or Query. All Incidents and Problems will be further classified as Severity 1 to Severity 4 as depicted in the following table:

Severity	Criteria	Indicative List of issues	Response/ Temporary resolution time	Final Resolution Time
L1	Single User affected	Functional Queries, Service Requests	15 mins	60 mins
L2	<p>Multiple users but less than 5% of the baseline Bank users affected or entire Branch is impacted due to local issue</p> <p>This level would typically be correspondent to issues which result into disruption of one or more services to the one or more offices</p> <p>The identified issue has normal impact on the business and need to be addressed at the earliest</p>	Application support from the application experts	30 mins	90 mins
L3	<p>5% to 25% of the baseline users of the Bank Users affected or entire Branch is impacted due to Application or Network issue</p> <p>The identified issue has a significant business impact and needs to be taken up on top priority</p> <p>This level would be corresponded to issues that result into disruption of one or more critical services to all offices</p>	Critical production issues such as incorrect interest application in majority of the accounts, incorrect accounting, or system behavior	60 mins	4 hrs
L4	<p>More than 25% of the baseline Bank Users affected</p> <p>The identified issue has material business impact and needs to resolve immediately</p> <p>This level would correspondent to issue that result into disruption of most or all critical services to branch</p>	Issue pending to core application and related databases, systems, software, hardware which make the application inaccessible	120 mins	8 hrs

- Expected Service Level – 99.95% calls should be resolved in given final resolution time. Every call which remains unresolved within the specified final resolution time, counting from the call log on

time, shall be considered as default.

Parameters	Expected Service Level	Performance Category Allocation	Measurement tool
Resolution time of helpdesk	99.95%	L1= 40% L2= 50% L3= 80% L4= 90%	Monthly Helpdesk Report

#### Penalty Calculation (Helpdesk Service)

1. Monthly Helpdesk Default = Expected Helpdesk Service Level — Monthly Actual Helpdesk Service Level
2. Monthly Helpdesk service level default cannot be less than zero. (If for a particular month the actual service level is above the minimum service level then the Monthly service level default will be zero and not less than zero)
3. Quarterly Helpdesk Service level default = Total of Monthly service level default for all the 3 months of the quarter.
4. Quarterly Helpdesk Penalty = {(Month1 Service level default) X Monthly Fees Payable by the Bank X Performance Category Allocation %} + (Month2 Service level default) X Monthly Fees Payable by the Bank X Performance Category Allocation % + (Month3 Service level default) X Monthly Fees Payable by the Bank X Performance Category Allocation % }
5. Quarterly Helpdesk Penalty shall be deducted from Quarterly payments of FM resource cost.
6. Since the L1 Helpdesk will be managed by the Bank, default in L1 Helpdesk services may not be added to the Service Level Default of the BIDDER and, hence, should be out of penalty computation.
7. If at the end of any month 'Calls Pending for resolution beyond specified final resolution time' ever exceeds 25 calls, 10% of the quarterly payment shall be deducted as Penalty.
8. The following escalation matrix will be applicable for issues reported:

Elapsed Time	L-4	L-3	L-2	L-1
2 Hours	Customer Support Engineer	Customer Support Engineer	Customer Support Engineer	Customer Support Engineer
4 Hours	Bank's Core Team and BIDDER Project Manager	Senior Customer Support Engineer	Customer Support Engineer	Customer Support Engineer
8 Hours	Assistant General Manager IT and BIDDER Project Director	Bank's Core Team and BIDDER Project Manager	Senior Customer Support Engineer	Customer Support Engineer
12 Hours	Deputy General Manager IT and BIDDER's Relationship Director	Deputy General Manager IT and BIDDER Project Director	Bank's Core Team and BIDDER Project Manager	Senior Customer Support Engineer



Elapsed Time	L-4	L-3	L-2	L-1
24 Hours	BIDDER Country Head	General Manager IT and BIDDER's Relationship Director	Deputy Manager IT and BIDDER Project Director	Bank's Core Team and BIDDER Project Manager
36 Hours	Chief Executive Officer of the Bank and Chief Executive Officer of the BIDDER	BIDDER Country Head	General Manager IT and BIDDER's Relationship Director	Deputy Manager IT and BIDDER Project Director

## 6 Instructions to Bidder

### 6.1 Two- Bid System Tender

1. Bidders are required to submit the Eligibility Bid, Technical Bid and Commercial bid in physical form as per the submission timeline. The Language of Bid should be in English.
2. Both Eligibility-Cum-Technical bid and Commercial bid put into separate envelopes and both the envelopes put into an outer envelope marked as "REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR CYBER SECURITY OPERATION CENTER ON HYBRID MODEL".
3. The bidder will take care of submitting the Bid properly filed so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection.
4. The tender not submitted in the prescribed format or incomplete in any aspect is liable for rejection. The Bank is not responsible for non-receipt of bid within the specified date and time due to any reason including postal delays or Holidays.
5. All the inner and outer envelopes shall be addressed to the Bank at the address given below:

**The Deputy General Manager IT**

**Head Office: B 4, B J Road,**

**Pune, Maharashtra – 411001**

Softcopy (in CD/Pendrive/USB HDD) of the Technical and Commercial document shall also be submitted along with hard copy.

In addition to the above marking, each envelope must be super-scribed with the following information:

- a. RFP Reference Number.
- b. Name and Address of Bidder.

### 6.2 Submission of Technical Bid

1. The Bidders shall submit the Technical Bid in sealed envelope. If above bid is found not properly sealed, the bid is liable for rejection. The envelope containing technical bid shall be marked as "TECHNICAL BID FOR SELECTION OF SERVICE PROVIDER FOR CYBER SECURITY OPERATION CENTER ON HYBRID MODEL".
2. All the formats need to be filled in exactly as per the format given in the Annexures and any deviation is likely to cause rejection of the bid.
3. The Bank shall not allow/permit changes in the technical specifications once it is submitted.
4. The offer may not be evaluated by the Bank in case of non-adherence to the format or partial submission of technical details as per the format given in the RFP.
5. Non-submission or partial submission of the information along with the offer may result in disqualification of the bid of the concerned bidder.
6. The Technical Bid must not contain any price information.
7. The Technical Bid shall comprise of:



Sr.No.	Particulars	Annexure / Document
1	Covering letter in Company's letter head duly signed by authorized signatory with name, title and seal	Copy of Power of attorney to be submitted
2	Covering Letter	Annexure -1
3	Manufacturer's Authorization Form	Annexure-2
4	Service Level Agreement	Annexure-3
5	Letter of Confirmation	Annexure-4
6	Letter of Conformity with Hardcopy	Annexure-5
7	Bidder's Information	Annexure-6
8	Format for Performance Bank Guarantee	Annexure-7
9	Non-Disclosure Agreement	Annexure-8
10	Deviation Requested on the Terms & Conditions, Services and Facilities Provided	Annexure-9
11	Functional and Technical Specification	Annexure-10
12	Commercial Bill of Material	Annexure-11
13	Earnest Money Deposit Form	Annexure-12
14	Bidder's proposed methodology/approach for providing services to the bank with respect to the RFP	
15	Balance sheet & P/L Statement of last three financial years	
16	A true copy of Registration certificate & list of offices in India	
17	Technical Offer Details	For Company
18	Masked Commercial Bill of Material	
19	Other documents / information as requested in this RFP	

8. The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.
9. The bidder should submit the required documents with proper index and page number on each page.
10. The Bidder shall prepare two copies of the technical bid clearly marking each "Original Technical Bid for Selection of Service Provider for Cyber Security Operation Center on Hybrid Model" and "Copy of Technical Bid for Selection of Service Provider for Cyber Security Operation Center on Hybrid Model". In the event of any discrepancy between them, the original shall govern. Original copy of bid security should be submitted with the Original Bid.
11. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialed and stamped by the person or persons signing the bid.



12. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
13. Soft copy (in CD, Pendrive, USB HDD) of complete technical bid shall also be submitted along with hard copy.
14. The Bidders shall seal the original and copy bids separately.
15. This will enable the Bank to return the bid unopened in case it is declared unacceptable for any reason whatsoever.
16. All the inner and outer envelopes shall be addressed to the Bank at the address given below:  
**The Deputy General Manager IT,**  
**The Pune District Central Co-operative Bank Ltd.**  
Head Office: 4 B, B.J. Road, Pune – 411001
17. If any inner envelope is found to contain both technical and commercial bids, then that bid will be rejected summarily.
18. Telex, Cable, Facsimile or E-mail Bids will not be accepted.

### 6.3 Submission of Commercial Bid

1. The Bidders shall submit the Commercial Bid in sealed envelope. If above bid is found not properly sealed, the bid is liable for rejection. The envelope containing commercial bid shall be marked as "COMMERCIAL BID FOR SELECTION OF SERVICE PROVIDER FOR CYBER SECURITY OPERATION CENTER ON HYBRID MODEL".
2. The Bidder should certify that the contents of the CD's / Pen drive/ USB HDD are the same as that provided by way of hard copy. Letter format for the Bidder's declaration is given in Annexure 4: "Letter of Conformation."
3. Please note that if any envelope is found to contain both technical & commercial offer, then that offer will be rejected outright.
4. The envelope must be super-scribed with the following information:
  - a. RFP Reference Number.
  - b. Name and Address of Bidder.

### 6.4 Non-Transferable Tender

This tender document is not transferable. Only the bidder who has submitted the necessary Tender fee will be eligible for participation in the evaluation process.

All the terms and conditions mentioned in the RFP will be binding on all the bidders and will also form a part of the contract, to be signed with the successful bidder on the outcome of this tender process.

### 6.5 Cost of Bidding

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

The Bidder is expected to examine all instructions, annexures, scope of work, terms and conditions etc. in

the bidding documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in any aspect will be at the Bidder's risk and may result in the rejection of its bid.

## **6.6 Clarification of RFP**

A prospective bidder requiring any clarification of the RFP may notify the Bank in writing, by email at the Bank's mailing address indicated in the Request for Proposal (RFP) on or before 23<sup>rd</sup> of August 2024. The Bank will respond in writing to any request for clarification of the RFP which is received within 23<sup>rd</sup> August 2024 only.

## **6.7 Amendment in RFP**

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment.

All prospective Bidders will be notified of the amendment in writing through an addendum published on bank's website and will be binding on them.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Bank, at its discretion, may extend the deadline for the submission of bid.

## **6.8 Language of the Bid**

The bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder & the Bank shall be written in English.

## **6.9 Bid Validity**

Bid shall remain valid for 180 days from the date of opening of Technical Bid.

## **6.10 Bid Security – Earnest Money Deposit**

1. **The bidder shall furnish as part of its bid, bid security of INR 10,00,000/- (Rupees Ten Lakhs Only).**
2. The bid security shall be denominated in INDIAN RUPEES only and should be in the form of DD issued by a Scheduled/ Commercial Bank as per given format (Annexure 12- "Earnest Money Deposit") provided in the RFP and valid for forty-five (45) days beyond the validity of the bid.
3. Any bid not secured in accordance with Clause- 6.10 above will be rejected by the Bank as non-responsive.
4. The Bid Security submitted by the bidder will be forfeited if:
  - The bidder withdraws his tender before processing of the same.
  - The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
  - The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

- The bidder violates any of the provisions of the terms and condition of this tender specification.
- 5. The bid security will be refunded to:
  - The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 7% of the contract value (valid till the end of assignment period) with 6 (six) months claim period.
  - The unsuccessful bidders, only after acceptance of the “Letter of Appointment” by the selected bidder.

### **6.11 Performance Bank Guarantee**

1. Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) amounting to 7% of the total project cost for 5 years years 6 months (including 6 months transition phase) and valid for 66 months including claim period of 6 (six) months, validity starting from its date of issuance. the PBG shall be submitted within 15 days from the acceptance of the Purchase Order.
2. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Bidder.
3. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
4. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
5. In the event of the Successful Bidder being unable to service the contract for whatever reason, PDCC Bank may invoke the PBG.
6. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, PDCC Bank may invoke the PBG.
7. Notwithstanding and without prejudice to any rights whatsoever of PDCC Bank under the contract in the matter, the proceeds of the PBG shall be payable to PDCC Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. PDCC Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
8. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by PDCC bank due to inadvertence, error, collusion, misconstruction or misstatement.
9. The PBG may be discharged / returned by PDCC Bank after the period of 66 months from the date of issuing the PBG upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

### **6.12 Deadline for Submission of Bid**

Bids must be received by the Bank at the address specified under Clause 6.1 and not later than the time

and date specified in the RFP or its subsequent addendums. In the event of the specified date for the submission of Bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

The Bank may, at its discretion, extend the deadline for submission of Bids by amending the RFP, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **6.13 Late Bid**

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank, in Request for Proposal, will be rejected and returned unopened to the Bidder.

### **6.14 Replacement & Withdrawal of Bid**

The Bidder may replace or withdraw its bid after the bid's submission, provided that written notice of the substitution or withdrawal of the bids is received by the Bank prior to the deadline prescribed for submission of bids.

The Bidder's substitution or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause –6.1. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

No bid can be modified subsequent to the deadline for submission of Bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to Clause-6.10.

### **6.15 Bid Opening**

1. The Bank will open only the Technical Bids as per the schedule mentioned in RFP. The Commercial bids for technically qualified bidders only will be opened on a later date subsequent to the technical evaluation. The Bank will notify the place, date and time of opening of the Commercial bids to the technically qualified bidders.
2. Attendance of all the authorized representatives of the bidders who are present at Bid Opening will be taken in a register against the name, name of the company and with full signature. However, non-participation of the bidder's representative during the bid opening cannot be treated as a rejection of the bid for evaluation.
3. Each Bid will be numbered serially, signed and dated by the three Officers of the Bank except printed literature, brochure and reports.
4. Alterations in the bids, if any, made by the bidder / companies would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorized by the executive who has signed the bid.
5. Wherever any erasing or cutting is observed, the substitute words would be encircled and initialed by the bank officer singly and the fact that such erasing / cutting of the original entry were present on the bid at the time of opening shall be recorded.

6. An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.
7. Bids and modifications if any that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.

#### **6.16 Preliminary Examination**

1. The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
2. Arithmetical errors if any will be rectified on the following basis:
3. If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
4. If there is a discrepancy between words and figures, the amount in words will prevail.
5. If the bidder does not accept the correction of errors as per clause 6.16(b), its bid will be rejected.
6. The Bank, at its discretion, may waive any minor informality, nonconformity, or irregularity in a Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and the Bank reserves the rights for such waivers.
7. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the RFP without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Force Majeure, Applicable Laws and Taxes & Duties will be deemed to be material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
8. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the bidder by correction of the non-conformity.

#### **6.17 Non-Payment of Professional Fees**

If any of the items/activities as mentioned in the price bid and as mentioned in **Annexure 11- "Commercial Bill of Material"** are not taken up by PDCC Bank during the course of this assignment, PDCC Bank will not pay the professional fees quoted by the bidder in the Price Bid against such activity/item.

#### **6.18 Assignment**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

#### **6.19 Sub-Contracting**

The bidder shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.

## 6.20 Limitation of Liability

The aggregate liability of the bidder in connection with this Agreement, the services provided by the bidder for the specific RFP document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the total contract value.

## 6.21 Indemnity

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

1. The Bank authorized / bona fide use of the deliverables and /or the Services provided by Bidder under this Agreement; and/or
2. An act or omission of the Bidder, employees, agents, subcontractors in the performance of the obligations of the Bidder under this Agreement; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder against the Bank; and/or
4. any or all deliverables or services infringing any patent, trademarks, copyrights or such other IPR; and/or
5. Breach of confidentiality obligations of Bidder contained in this agreement; and/or
6. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors

Bidder at its own cost and expenses defend or settle any claim against the bank that the deliverables and services delivered or provided under this agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- a. Notifies the Bidder in writing; and
- b. Co-operates with the Bidder in the defence and settlement of the claims.

Notwithstanding the above, Bidder shall not have any liability to Bank under this Section to the extent that any infringement or claim thereof is attributable to:

- a. The combination, operation or use of a Deliverable with equipment or software supplied by Bank where the Deliverable would not itself be infringing.
- b. Compliance with designs, specifications or instructions provided by Bank.
- c. Use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or
- d. Modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations

hereunder if, after receiving notice of a claim, Bidder obtains for Bank the right to continue using such Deliverables as provided without infringement or replace or modify such Deliverables so that they become no infringing.

Bidder shall compensate the Bank for financial loss, suffered by the Bank if the Bidder fails to fix bugs, provide the modifications / enhancements / customization as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels.

The Bank hereby indemnifies the Bidder, and shall always keep indemnified and hold the Bidder harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought by third parties against the Bidder as a result of:

- a. Third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by specifications for hardware and Software.
- b. Third-party infringement claims resulting from a breach of Software license terms taken by the Bidder in respect of services provided by the Bidder.
- c. Bidder shall not be liable for defects or nonconformance resulting from unauthorized modification, use or operation of core banking suite of software by bank.

## **6.22 Intellectual Property Rights**

The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the software and documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during the course of the contract, in connection with or in relation to fulfilling its obligations under this Agreement, belong to and shall remain a property of the Bidder or its licensor.

### **6.23 Patent Right**

The Bidder shall indemnify PDCC Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad.

In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and PDCC Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. PDCC Bank will give notice to the Bidder of such claims, if it is made, without delay.

PDCC Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

### **6.24 Force Majeure**

Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for



default, if any to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of Bidder and not involving Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of PDCC Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions.

If a Force Majeure situation arises, Bidder shall promptly notify PDCC Bank in writing of such condition and the cause thereof within fifteen (15) calendar days.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. However, unless otherwise directed by PDCC Bank in writing, Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **6.25 Bidder's Integrity**

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

### **6.26 Bidder's Obligations**

The bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanors.

The bidder will treat as confidential all data and information about the Bank, obtained in the execution of their responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

### **6.27 Information Ownership**

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the bidder does not acquire implicit access rights to the information or rights to distribute the information. The bidder understands the civil, criminal, or administrative penalties may for failure or protect information appropriately.

### **6.28 Use of Contract Documents and Information**

The bidder shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance.

The bidder shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the bidder's performance under the Contract if so, required by the Bank.

### **6.29 Termination for Convenience**

PDCC Bank, by written notice sent to Bidder, may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for PDCC Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

### **6.30 Effect of Termination**

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

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by Bidder to PDCC Bank or its designee to ensure smooth handover (including data) and transitioning of PDCC Bank's deliverables, maintenance, removal of PDCC Bank's all data from the system/ cloud and facility management.

Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services. The reverse transition phase shall be completed within 3 months.

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

Bidder agrees that PDCC Bank at any point of time during tenure of contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this document. PDCC Bank shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

### **6.31 Renewal of Contract**

In case PDCC Bank wants to continue with Bidder's services after the completion of this contract, Bidder shall offer the same services or enhanced services to PDCC Bank. Unless mutually agreed, the same rates shall apply.

### **6.32 Exit Management**

The contract with Bidder may be terminated by either party at any time by giving notice of not less than three (3) months in writing. PDCC Bank may terminate the Contract with a notice of 3 months, in whole or in part, at any time for its convenience. Bidder will be liable to provide the requisite data to the

incoming Bidder and Bank when requested in the stipulated format in case of termination of the contract or completion of contract tenure at no extra cost to Bank. Upon termination of the existing contract all documents, writings, data, contents, Confidential Information and/or any other information provided by PDCC Bank to Bidder shall be duly returned by Bidder to Bank within 30 days from the date of termination. If instructed by bank, a written confirmation that the same has been destroyed shall be sent by Bidder to PDCC Bank and the same shall be required to be acknowledged by PDCC Bank. The reverse transition mechanism would typically include services and tasks that are required to be performed/rendered by Bidder to PDCC Bank or its designee to ensure a smooth handover and transitioning of PDCC Bank's deliverables, maintenance, and facility management.

In case PDCC Bank wants to continue with Bidder's services after the completion of this contract then Bidder shall offer the same or better terms to PDCC Bank. Unless mutually agreed, the rates shall remain firm. Bidder agrees that PDCC Bank at any point of time during the tenure of the contract may return/discontinue any of the Deliverables/services in whole or part thereof offered under this agreement. PDCC Bank shall not be liable to make any payment in respect of the Deliverables/services returned in whole or part thereof.

In addition to the reverse transition mechanism, the purpose of this section is to provide details of Bidder's assistance during the termination or expiration of the contract and exit plan strategy for PDCC Bank. Bidder shall also have to develop a detailed exit plan 3 (Three) months prior to the completion of the tenure of the contract. The exit plan should have detailed product-wise support services by Bidder during the transition period. Bank shall have the right to review the exit plan submitted by Bidder and would suggest changes to be made in the exit plan, if any. After that, the exit plan shall be reviewed as and when required by Bank. Bidder has to provide knowledge transfer to the new software provider free of cost and also provide the database table structure, valid all financial and non-financial data to PDCC Bank without any additional cost. Bidder has to provide support during migration activities to the new Bidder of PDCC Bank.

### **6.33 Handover & Transition of Services**

The following shall be covered as a part of the handover & transition of services at the end of contract period or in the event of termination:

1. If any other agency or service provider is selected by PDCC Bank for providing in-scope services, Bidder shall provide support for necessary handholding, transition, sharing of information and relevant documents and other related support to the complete satisfaction of PDCC Bank. In case, if PDCC Bank observes the lack of willingness to manage transit/sharing of information or lack of support from Bidder, PDCC Bank shall have an absolute discretion to impose penalties and make appropriate deductions from its billing or any other payables to Bidder.
2. Bidder shall provide the termination/expiration assistance, regardless of the reason for termination or expiration. Six (6) months prior to the expiration of the term, or upon receipt of notice of termination of this contract for any reason, or six (6) months prior to the cessation of any service, and at PDCC Bank's request, Bidder shall provide to PDCC Bank the staff and transition services necessary for PDCC Bank to affect an orderly transition to PDCC Bank or to a third party designated by PDCC Bank.
3. Bidder shall provide the necessary transition for the period of 6 months. However, this period of transition could vary depending on the need of PDCC Bank and the same shall be communicated to Bidder.

4. During transition phase, Bidder shall not change or remove their key resources deployed at PDCC Bank to enable the successful transition. In case, such instances occur, PDCC Bank shall have right to penalize Bidder appropriately.
5. During transition phase, Bidder shall deploy a dedicated transition resources to enable the successful transition.
6. During the exit management process, it is the responsibility of Bidder to hand over all the data stored in the system in such a format that it can be migrated to the new system (as per reverse transition mechanism mentioned above).
7. The ownership of the assets (including soft and hard components existing and procured) except for those which are taken as a service, at any point of time during the term of the contract or expiry of the contract, shall remain with PDCC Bank. In addition, any information/ data gathered or generated by Bidder during the term of the contract shall be the property of PDCC Bank and the same shall be handed over to PDCC Bank in native format at the end or termination of the contract; and
8. During the contract period, Bidder shall ensure that all the documentation including diagrams, policies, procedures, asset registers, configuration documents, procurement documentation, original license and all other documents in relation to the works as per the agreed terms are kept up to date and all such documents shall be handed over to PDCC Bank during the exit management process.

In case PDCC Bank decides to withdraw any services/components from the RFP during the contract period, Bidder has to facilitate the transition of that service/components in compliance with the above Clauses.

### **6.34 Transfer of Documents**

Bidder shall promptly on the commencement of the exit management period supply to PDCC Bank or its nominated Bidder(s) the following:

1. Information relating to the current services rendered; and
2. Documentation relating to intellectual property rights.

Bidder shall provide uninterrupted services on existing terms and conditions till an acceptable alternate solution is agreed by PDCC Bank.

Before the expiry of the exit management period, Bidder shall deliver to PDCC Bank or its nominated service provider or any other agency all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that Bidder shall be permitted to retain one copy of such materials for archival purposes only.

#### **6.34.1 Transfer of Agreements**

On request by PDCC Bank or its selected service provider or any other agency, Bidder shall affect such assignments, transfers, innovations, licenses and sub-licenses in favor of PDCC Bank or its nominated service provider or any other agency, in relation to any equipment lease, maintenance or service provision agreement between Bidder and selected service provider or any other agency, and which are related to the services and reasonably necessary for the carrying out replacement services.

#### **6.34.2 Addition or Deletion of Qualified Offerings**

Both the parties agree that the intent of this tender is to establish an initial set of service offerings. PDCC

Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, PDCC Bank recognize that from time-to-time hardware and software products that are provided as part of bidder services will be upgraded or replaced as technology evolves. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of PDCC Bank. For this purpose, a Change Order Procedure will be followed. PDCC Bank may request a change order in the event of actual or anticipated changes(s) to the agreed scope of work, services, deliverables and schedules. The Bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Bidder shall carry out such services as required by PDCC Bank at mutually agreed terms and conditions.

The bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and PDCC Bank reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, PDCC Bank has the right to order as much as it wants at those rates.

The bidder shall agree to submit the request to add new services or service categories on its letterhead signed by a representatives authorized to bind the organization.

PDCC Bank is under no obligation to honor such requests to add services categories or amend this contract.

As a method for reviewing Bidder services and PDCC Bank requirement, PDCC Bank will sponsor regular reviews to allow an exchange of requirements and opportunities.

### **6.35 Conflict of Interest**

Bidder shall disclose to PDCC Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for Bidder or Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

### **6.36 Arbitration**

1. Disputes or differences whatsoever, arising between the Bank and the Bidder shall be resolved amicably between the Bank's representative and the Bidder 's representative.
2. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
3. Any dispute or difference arises between the parties relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof etc. shall be settled by a Sole Arbitrator in accordance with the provisions of Arbitration conciliation act and the award made by him in pursuance thereof shall be final and binding on the Parties, unless the Parties opt for a recourse against the said award under Indian Arbitration and conciliation Act 1996 and any amendments thereto
4. The Venue of arbitration shall be at Pune and the language of arbitration shall be English.
5. Work under the contract shall be continued by the Bidder during the arbitration proceedings unless otherwise directed in writing by the Bank. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by the Bank to the Bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
6. Any notice, for the purpose of this clause, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier

service. All notices shall be deemed to have been validly given on:

- the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- The expiry of 5 days after posting, if sent by post, or
- the business date of receipt/ if sent by courier. A copy of all legal notices shall also be sent to [it.tender@pdccbank.com](mailto:it.tender@pdccbank.com)

### **6.37 Bidders Liability**

Bidder's aggregate liability in connection with obligations undertaken as a part of this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the total value of the contract under this Agreement. However, Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations will not be limited.

The Bank including its promoters, directors, executives and employees shall not be held liable for and are absolved of any responsibility or claim litigation arising out of the use of any third-party software or modules supplied by the Bidder.

### **6.38 Procurement of software**

The bidder needs to compulsorily procure software locally in India in local currency through authorized distributor or from the OEM (only if OEM supports local currency billing and OEM is also registered with Govt. of India as a legal sales entity in India) directly. This is to avoid cost escalations due to currency fluctuation and avoiding purchase from non-authenticated sources.

### **6.39 Penalty**

Inability of Bidder to either provide the requirements as per the scope or to meet the timelines or service levels would be treated as breach of contract and would invoke penalty as per Service Levels mentioned. The proposed rate of penalty is as mentioned in Service levels with an overall aggregate cap of penalty to be limited to 10% of contract value.

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

The right to invoke the penalty clause is in addition to and without prejudice to other rights and remedies available to the Bank such as termination of contract, invocation of indemnity, invocation of performance guarantee, recovery of amount paid and other remedies available to the Bank.

### **6.40 Insurance**

Bidder should take necessary cyber insurance cover as specified by IRDA / Regulatory Authority time to time to cover cyber risk such as Professional Indemnity Insurance, Cyber Liability Insurance and Commercial Crime Insurance for entire project tenure. The insurance amount to be considered for each policy should be sub limit to 5% of the total project cost. Bidder needs to procure Professional Indemnity Insurance on its product solution, Cyber Liability Insurance in the name of the Bank and Commercial Crime Insurance in the name of Bidder. Bidder needs to pay the insurance premium subsequent on yearly basis till project tenure as per the applicable terms. Bidder should submit the policy to PDCC Bank on yearly basis.

The insurance shall be for an amount equal to 100% of the total value of equipment on "all risks" basis, including war risks., act of God and theft and robbery clauses, valid for a period up to the delivery of the equipment's in the Bank shared addresses and would remain valid till acceptance testing & final acceptance by the Bank or till 1-month post-delivery of equipment to Bank whichever is earlier.; and the Price offer shall be on a fixed price basis.

In addition to the insurance policies taken by bidder with respect to the transportation of the equipment as set out above, bidder shall maintain adequate professional liability and an all-risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Project and shall provide to the Bank copies of such policy of insurance and evidence that the premiums have been paid. Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Bank premises, Bank's property, data or loss of life, which may occur as a result of or in the course of performing vendors obligations under the RFP. Vendor also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank copies of such policy of insurance and evidence that the premiums have been paid.

#### **6.41 Jurisdiction**

Arbitration proceedings shall be held in Pune, India.

## **7 Payment Terms**

The commercial Proposal submitted by the Bidder must be in conformity with the payment terms proposed. Any deviation from the proposed payment terms would not be accepted. In case of delays or defaults on the part of the Bidder, the Bank shall have the right to withhold payment of the effected product and/or service due to the Bidder or withhold the payment of the disputed amount. Such withholding of payment shall not amount to a default on the part of the Bank.

PDCC Bank will release payment within 30 days of receipt of Invoice and along with all other supporting / required documents for all undisputed cases. In case of any disputed amount, the payment will be released within 30 days of resolution of the dispute.

The scope of work is divided in different areas and the payment would be linked to delivery, acceptance, and signoff by the respective Bank official of each area as explained below with reference to the Annexure 11- "Commercial Bill of materials".

All the payments will be eligible post contract agreement and NDA execution.

The Bidder shall raise any invoices only after sign-off for the related deliverables/Services.

**The component wise payment will be as mentioned below:**

#### **7.1 Hardware Cost**

- a. 50% of the delivered hardware cost would be payable on delivery.
- b. 20% of the hardware cost would be payable on post installation.
- c. 20% of the hardware cost would be payable after Go-live on production environment.
- d. 10% of the cost would be payable on completion of 3 months from the date of successful setting up of the tools and sign off by the bank.



## **7.2 Hardware & software implementation/ installation cost**

- a. Implementation/installation cost will be paid after 30 days of successful implementation, sign off and acceptance by the bank.

## **7.3 Software License cost**

- a. 70% of the license cost will be paid on delivery of licenses of applications, installation and after sign-off from the bank
- b. 30% of the license cost will be paid after successfully go live and setting up of the application and sign off by the bank.

## **7.4 One Time Charges –**

One-time charges (if any) for installation and configuration for all CSOC components will be paid after successful installation, configuration, signoff and acceptance by the Bank.

## **7.5 AMC & ATS Cost of Hardware/ Software**

- a. ATS & AMC cost for Hardware will be paid half yearly in arrears.
- b. ATS/AMC documents for in-scope software and hardware from the OEM for service and support have to be provided to the bank. Payment will be made on submission of these document.

## **7.6 FM Resource Cost**

- a. The annual amount to be paid towards FM services cost would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter. The first quarter would begin after successful completion of the transition.

### **Note:**

1. Also, the payments for cost on recurring components/subscriptions (as applicable) will be made only after the acceptance of the milestones and relevant activities / deliverables for that tenure. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.
2. Bidder recognizes that all payments to Bidder under this document and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones / deliverables / activities set out in the Project Plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
3. Bidder is required to provision resources for the current quantity of infrastructure mentioned in the Bill of Material. If, in future, Bidder requires more resources, than mentioned in the bill of material, to manage the same quantity of Infrastructure then Bidder will provide the resources at no additional cost to PDCC Bank.



4. Any addition/reduction in the infrastructure quantities will be on pro-rata basis arrived from the existing Bill of Material.
5. The price would be inclusive of all applicable taxes under the Indian law like customs duty, excise duty, import taxes, freight, forwarding, insurance for transit and till installation, delivery, etc. but exclusive of only applicable GST & taxes which shall be paid / reimbursed on actual basis on production of bills. Any increase in these taxes will be paid in actuals by PDCC Bank or any new tax introduced by the government will also be paid by PDCC Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to PDCC Bank whether claimed by PDCC Bank or not. The price quoted by Bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty or excise tax. PDCC Bank will not pay any out-of-pocket expense.
6. Any objection / dispute to the amounts invoiced in the bill shall be raised by PDCC Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), PDCC Bank will make payment within thirty (30) Working Days of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term and subsequent agreement is included in the amounts and Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.



## 8 Annexures

### 8.1 Annexure 1: Covering Letter

#### Covering Letter

**The Deputy General Manager IT,  
The Pune District Central Co-operative Bank Ltd.,  
Head Office: B 4, B J Road,  
Pune, Maharashtra – 411001**

**Sub:** Request for Proposal (RFP) For Selection of Service Provider for Cyber Security Operation Center on Hybrid Model

**Ref:** RFP No: PDCC/IT-Tender/2024-25/002 Dated: 19.08.2024

We have examined the above-mentioned RFP document including all annexures the receipt of which is hereby duly acknowledged. We, the undersigned, offer for subject items are in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We undertake to provide the specified scope as per the above-referenced RFP, during the contract period of 5 years from the date signing of agreement. Also confirming that management of the PDCC Bank will examine the performance on or before first 12 months from the contract period.

We accept all the Instructions, Terms and Conditions and Scope of Work.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:

Signature with seal:

Name:

Designation:



## 8.2 Annexure 2: Manufacturer's Authorization Form

Note: This authorization letter shall be printed on the letterhead of all the original equipment manufacturers (OEM) and shall be signed by a competent person having the power of attorney to bind the manufacturer.

To,

**The Deputy General Manager IT**

**The Pune District Central Co-Operative Bank Ltd.**

Head Office: 4 B, B. J. Road, Pune. Pin – 411001

Dear Sir,

Sub: RFP no. PDCC/IT-Tender/2024-25/002 Dated: 19.08.2024

We who are established and reputable manufacturers/producers of \_\_\_\_\_ having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s \_\_\_\_\_ (name and address of the bidder) to submit a bid, and sign the contract with you against the above bid invitation.

We hereby extend our full guarantee and warranty for the solution, products, and services offered by the above firm against this bid invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the products manufactured or distributed by the bidder:

- Such products as PDCC may opt to purchase from the bidder, provided, that this option shall not relieve the bidder of any warranty obligations under the contract; and In the event of termination of production of such products:
- Advance notification to PDCC of the pending termination, with sufficient time to permit PDCC to procure needed requirements; and
- Following such termination, furnishing at no cost to PDCC, the blueprints, design documents, operations manuals, standards, source codes and specifications of the products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items by ourselves or through alternate & acceptable service provider.

Place:

Date:

Seal and signature of the OEM



### **8.3 Annexure 3: Service Level Agreement**

This Schedule describes the service levels that have been established for the Services offered by the Bidder to the Bank. The Bidder shall monitor and maintain the stated service levels to provide quality customer service to bank's customers.

#### **Penalties due to Delay in Delivery, Installation, Commissioning & Go-live.**



#### 8.4 Annexure 4: Letter of Confirmation

To,

**The Deputy General Manager IT**  
**The Pune District Central Co-Operative Bank Ltd.**  
Head Office: 4 B, B. J. Road, Pune, Pin – 411001

RFP No: PDCC/IT-Tender/2024-25/002 Dated: 19.08.2024

Dear Sir,

We confirm having submitted the Bid and annexures in accordance with the said RFP. The details submitted by us are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, The Pune District Central Co-Operative Bank Ltd. has the right to summarily reject the proposal and disqualify us from the process.

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full or in accordance with the deviations in "Terms & Conditions" accepted by PDCC Bank.

We, hereby acknowledge and confirm, having accepted that the PDCC Bank can at its absolute discretion, apply whatever criteria is deemed appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidders.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

We also confirm that we have not been blacklisted by any Govt. Department/ PSU/PSE or Banks or Any Financial Institution or otherwise not involved in any such incident with any concern whatsoever, where the job undertaken/performed and conduct has been questioned by any authority, which may lead to legal action.

Place:

Date:

SEAL (Authorized Signatory)



### 8.5 Annexure 5: Letter of Conformity with Hardcopy

To,

**The Deputy General Manager IT**

**The Pune District Central Co-Operative Bank Ltd.**

Head Office: 4 B, B. J. Road, Pune, Pin – 411001

RFP No: PDCC/IT-Tender/2024-25/002 Dated: 19.08.2024

Dear Sir,

Further to our proposal dated 19/08/2024, in response to the Request for Proposal (PDCC Bank's tender no. RFP No: PDCC/IT-Tender/2024-25/002 Date: 19.08.2024 hereinafter referred to as "RFP") issued by The Pune District Central Co-Operative Bank Ltd. ("PDCC Bank") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized

Signatory

Designation

Bidder's corporate name



### 8.6 Annexure 6: Bidder's Information

Name of the Bidder	
Constitution & Year of Establishment	
Registered Office/Corporate office Address	
Mailing Address	
Name and designations of the persons authorized to make commitments to PDCC Bank	
Telephone Fax e-mail	
Name & Addresses of Directors/Promoters	
Gross annual turnover of the bidder (not of the group): Amount in INR Crore  2020-2021:  2021-2022:  2022-2023:  2023-2024:	
Net Profit after tax of the bidder (not of the group): Amount in INR Crore  2020-2021:  2021-2022:  2022-2023:  2023-2024:	
Existing Client Details Clients Details  a) Bank Names  b) Contact Person Name  c) Contact No.  d) Email Id	

Place:

Date:

**SEAL****(Authorized Signatory)**



## 8.7 Annexure 7: Format for Performance Bank Guarantee

FORMAT OF BANK GUARANTEE (BG) FOR PERFORMANCE SECURITY (ON A NONJUDICIAL STAMP PAPER OF RS.100.00)

To:

**The Deputy General Manager**

**The Pune District Central Co-operative Bank Ltd.**

Head Office: 4 B, B.J. Road, Pune – 411001

WHEREAS (hereinafter called “the Bidder”) has submitted its bid dated (date of submission of bid) for providing the \_\_\_\_\_ (RFP) in response to The Pune District Central Co-operative Bank’s Request for Proposal ( RFP ) No. RFP No: PDCC/IT-Tender/2024-25/002 Dated: 19.08.2024 (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) (herein after called “the Bank”) are bound unto THE PUNE DISTRICT CENTRAL CO-OPERATIVE BANK (herein after called “the Beneficiary”) in the sum of INR \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) for Which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CONDITIONS of this obligation are:

*If the Bidder, having been notified, by the beneficiary, as selected bidder for REQUEST FOR TECHNICAL & COMMERCIAL PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR Cyber Security Operation Center on Hybrid Model, during the period of contract fails to provide services or perform obligations in accordance with the aforesaid RFP and Contract, as bidder;*

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

This guarantee will remain in force up to 66 months from the date of signing the contract i.e. up to \_\_\_\_\_ (date of expiry which should be a minimum of contract period), and any demand in respect thereof should reach the Bank not later than the above date. Notwithstanding any other term contained herein:

1. This guarantee shall be valid only up to . . . . . (Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
2. The total liability of Bank under this guarantee shall be limited to INR ..... (Rupees .....only)

Place:





SEAL

SIGNATURE.

Code No.

NOTE:

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.



## 8.8 Annexure 8: Non-Disclosure Agreement

(On Rs.100 non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at.....This.....day of 2024

BY AND BETWEEN ..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at.....(Hereinafter referred to as the Bidder which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART.

AND

The Pune District Central Co-Operative Bank Ltd. Head Office: 4 B, B. J. Road, Pune, Pin – 411001 (hereinafter referred to as “PDCC Bank” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Bidder and PDCC Bank are hereinafter collectively referred to as “the Parties” and individually as “the Party”.

WHEREAS:

1. PDCC Bank is engaged in the business of providing financial services to its customers and intends to engage Service Provider for Cyber Security Operation Center on Hybrid Model.
2. In the course of such assignment, it is anticipated that PDCC Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Bidder some Confidential Information (as hereinafter defined), to enable the Bidder to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").
3. The Bidder is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Bidder are confidential information and are privileged and strictly confidential and or proprietary of PDCC Bank, The Bidder undertakes to safeguard and protect such confidential information as may be received from PDCC Bank

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the PDCC Bank granting the Bidder and or his representatives to have specific access to PDCC Bank property/information and other data it is hereby agreed by and between the parties hereto as follows:

### 1. Confidential Information:

- (i) “Confidential Information” means all information disclosed/furnished by PDCC Bank to the Bidder whether orally, in writing or in electronic, magnetic or other forms for the limited purpose of enabling the Bidder to carry out the proposed Implementation assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.
- (ii) The Bidder may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.



Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Bidder without any obligation of confidentiality prior to receiving it from The Pune District Central Co-Operative Bank Ltd,
- (c) was rightfully obtained by the Bidder from a source other than The Pune District Central Co-Operative Bank Ltd. without any obligation of confidentiality,
- (d) was developed by for the Bidder independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Bidder shall, unless prohibited by law or regulation, promptly notify The Pune District Central Co-Operative Bank Ltd. of such order and afford The Pune District Central Co-Operative Bank Ltd. the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of The Pune District Central Co-Operative Bank Ltd. Upon termination of this Agreement, Confidential Information shall be returned to The Pune District Central Co-Operative Bank Ltd. or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect the rights of The Pune District Central Co-Operative Bank Ltd. in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any

Confidential Information, such Party shall, as may be legally permissible and reasonably practicable, give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with a similar degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation, or termination of this Agreement.

**2. Non-disclosure:** The Bidder shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than its directors, partners, agents, affiliates, associates, bidders, or persons in the direct employment of the Bidder (collectively as "Representatives") who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Bidder shall take appropriate measures by instruction and written agreement prior to disclosure to such representative to assure against unauthorized use or disclosure. The Bidder may disclose Confidential Information to others only if

the Bidder has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents, and the Bidder agrees to notify The Pune District Central Co-Operative Bank Ltd. immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement. Notwithstanding anything contained in this Agreement, the bidder shall disclose the Confidential Information to such other parties who conduct the bidder's internal risk management procedures, facilitate the bidder's administration of business and support bidder's infrastructure. The bidder shall disclose Confidential Information to its professional indemnity insurers in which event any such disclosure shall be subject to confidentiality obligations provided herein.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding The Pune District Central Co-Operative Bank Ltd. and any of its Affiliates, customers and their customer Information. For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of The Pune District Central Co-Operative Bank Ltd., business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes, procedures and policies; or
- d) current and future business plans; or
- e) personnel information; or
- f) financial information.
- g) Customer Information
- h) technology information including architecture, framework, infrastructure design, DC, DR & NDR information etc.
- i) all data stored in the application.

**3. Publications:** The Bidder shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of The Pune District Central Co-Operative Bank Ltd.

**4.Term:** This Agreement shall be read together with the principal agreement as may be executed between the Parties for the Purpose and shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by The Pune District Central Co-Operative Bank Ltd, whichever is earlier. The Bidder hereby agrees and undertakes to The Pune District Central Co-Operative Bank Ltd. that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to The Pune District Central Co-Operative Bank Ltd, all information received by it from The Pune District Central Co-Operative Bank Ltd. for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules

thereof. The Bidder further agree and undertake to The Pune District Central Co-Operative Bank Ltd. to certify in writing upon request of The Pune District Central Co-Operative Bank Ltd. that the obligations set forth in this Agreement have been complied with. Notwithstanding anything contained herein, the bidder shall be allowed to retain sufficient documentation that is necessary to support any advice, reports, or opinions provided by the bidder or as may be required by law. Any such retention shall be subject to confidentiality obligations contained herein.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable for three (3) years post termination of this Agreement or until such information enters the public domain.

**5. Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by The Pune District Central Co-Operative Bank Ltd. to the Bidder, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with The Pune District Central Co-Operative Bank Ltd.

**6. Remedies:** The Bidder acknowledges the confidential nature of Confidential Information and that damage may result to The Pune District Central Co-Operative Bank Ltd. if the Bidder breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, The Pune District Central Co-Operative Bank Ltd. may suffer immediate irreparable loss for which monetary compensation may not be adequate. The Pune District Central Co-Operative Bank Ltd. shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Bidder, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Except for the contracting Parties to this Agreement, no third party shall have any right to enforce or rely on any provision of the Agreement. In no event shall, either Party be liable for any indirect or consequential losses or damages.

Any claim for relief to The Pune District Central Co-Operative Bank Ltd. shall include The Pune District Central Co-Operative Bank Ltd.'s costs and expenses of enforcement (including the attorney's fees), as may be awarded by court of competent jurisdiction in its final judgment

**7. Entire Agreement, Amendment and Assignment:** Unless the principal agreement is executed between the Parties, this Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

**8. Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the competent court at Pune, Maharashtra shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

**9. General:** The Bidder shall not reverse - engineer, decompile, disassemble, or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall The Pune District Central Co-Operative Bank Ltd. be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by The Pune District Central Co-Operative Bank Ltd. constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose. However, The Pune District Central Co-Operative Bank Ltd. understands that any inaccurate or incomplete Confidential Information may have adverse/material impact on the Purpose for which it is being used.



The Pune District Central Co-Operative Bank Ltd. discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, merchantability, fitness for a particular purpose, title or anything else.

10. **Waiver:** A waiver (whether express or implied) by The Pune District Central Co-Operative Bank Ltd. of any of the provisions of this Agreement, or of any breach or default by the Bidder in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent The Pune District Central Co-Operative Bank Ltd. from subsequently enforcing any of the subsequent breach or default by the Bidder under any of the provisions of this Agreement.
11. **Unpublished Price Sensitive Information:** PDCC Bank shall inform bidder in writing if, in the course of the Purpose, the Representatives of bidder will have access to any unpublished price sensitive information, whether of PDCC Bank or any other entity. PDCC Bank agrees that bidder shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to bidder. All information supplied to bidder (in whatever form) which is not in the public domain will be treated as Confidential Information for the Purpose. Further, PDCC Bank shall be responsible to obtain legal advice to ensure that information disclosed to bidder is not in contravention of any applicable laws and regulations.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of----- Ltd. ( )

(Designation)

For and on behalf of The Pune District Central Co-Operative Bank Ltd. ( )

(Designation)



### 8.9 Annexure 9: Deviations Requested

[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 Detailed Scope of work, Service levels, Instruction to Bidders, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.]

Sr. No.	Page No#	Point / Section No #	Clarification points as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					

Yours faithfully,

Authorized Signatory

Designation

Bidder's name

### **8.10 Annexure 10: Functional and Technical Specification**

The Functional and Technical Specification has been attached in a separate file named “Annexure 10- Functional and Technical Requirements”.





### **8.11 Annexure 11: Commercial Bill of Material**

The Commercial Bill of Material has been attached in a separate file named "Annexure 11-Commercial Bill of Material."



## 8.12 Annexure 12: Earnest Money Deposit

RFP No: PDCC/IT-Tender/2024-25/002 Dated: 19.08.2024.

Date: \_\_\_\_\_

To,

**The Deputy General Manager,  
The Pune District Central Co-Operative Bank Ltd.**  
Head Office: 4 B, B. J. Road, Pune. Pin – 411001

**Subject: Earnest Money Deposit**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter referred to as “the Bidder”) have submitted our proposal and response dated \_\_\_\_\_

(Hereinafter referred to as “Bid”) for the supply of all the requirements described in the Request for Proposal along with its amendments/annexures and other ancillary documents (hereinafter referred to as “RFP”) as issued by The Pune District Central Co-operative Bank Ltd,

1. That the BIDDER is hereby submitting the security deposit of Rs. 10,00,000/- (Rupees Ten Lakh Only) vide [demand draft / pay order issued by a scheduled/Commercial bank or through bank transfer (NEFT/RTGS/IMPS)] bearing Reference No. \_\_\_\_\_ dated \_\_\_\_ [drawn on/ issued by] \_\_\_\_\_

(Hereinafter referred to as “Earnest Money Deposit”) favouring ‘**The Pune District Central Co-operative Bank Ltd.**’ for consideration of the Bid of the above-mentioned Bidder.

2. The Bidder hereby specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:
  - a) Withdraws its Bid prior to the validity period of the Bid for any reason whatsoever or
  - b) Fails to accept and sign the contract as specified in this document for any reason whatsoever; or
  - c) Fails to provide the performance guarantee within 15 days from the date of placing the order by The Pune District Central Co-operative Bank Ltd. or signing of the contract, whichever is earlier, for any reason whatsoever.

The Pune District Central Co-operative Bank Ltd. has the right to forfeit the entire Earnest Money Deposit amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.

3. The Bidder understands, agrees and acknowledges that the Earnest Money Deposit will be refunded to the unsuccessful bidders only after acceptance of the “Purchase Order” and execution of agreement by the successful bidder. The bidder also agrees and acknowledges that the Earnest Money Deposit shall be returned to the successful Bidder upon furnishing of Performance Bank Guarantee.



4. The Bidder undertakes that it will not cancel the Earnest Money Deposit referred to above till the Bidder is returned the Earnest Money Deposit from The Pune District Central Co-operative Bank Ltd. in accordance with the foregoing conditions.
5. The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Earnest Money Deposit and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Earnest Money Deposit. The absence or deficiency of authority or power on the part of the Bidder to issue this Earnest Money Deposit or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Earnest Money Deposit.

Yours faithfully,

Signature

Name:

Designation:

Date:



### 8.13 Annexure 13: Format for clarification submission on email

RFP Ref No.: PDCC/IT-Tender/2024-25/002 Date: 19.08.2024

If, the bidder, desiring to respond to RFP for Selection of Service Provider for Cyber Security Operation Center on Hybrid Model, requires any clarifications on the points mentioned in the RFP, it may communicate with The Pune District Central Co-Operative Bank Ltd. using the following format (in a Microsoft Excel (.xls/.xlsx) format).

All questions received on email till 23<sup>rd</sup> August 2024, will be formally responded on email. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, PDCC Bank may at its discretion, may or may not answer all clarifications.

Section Number	Page Number	Point Number	Original Clause	Query	PDCC Bank Response