

Central Bank of India



Tender Document

Tender Reference Number:

CO:DIT:PUR:2017-18:239

Request for Proposal

For

Setting up a Security Operations Center (SoC), SIEM

Cost of the Tender Document: Rs. 5,000/- (Rs. Five Thousand Only)

TABLE OF CONTENTS

TABLE OF CONTENTS	2
1.1. Background	6
2. SCOPE OF WORK.....	7
2.1. Introduction.....	7
2.2. General Requirements.....	7
2.3. Functional Requirements of SoC.....	7
2.3.1. Some of the functional requirements include the following.....	7
2.3.2. Scalability of SoC	8
2.3.3. Availability of SoC	8
2.3.4. Performance of SoC.....	8
2.4. Responsibility of Bidder for SoC	8
2.4.1. Envision	8
2.4.2. Procure	9
2.4.3. Implement	9
2.4.4. Stabilize.....	9
2.4.5. Operate.....	10
2.4.6. Documentation, Training	11
2.4.7. Success Criteria.....	11
2.4.8. Reporting.....	11
2.5. Solution Details.....	11
SIEM (including ticketing/logging/alert management and integrated Syslog server).....	11
2.5.1. Background	12
2.5.2. Expectations from the proposed SIEM solution	12
2.5.3. Solution Features	12
2.5.4. Project Timelines	14
2.5.5. Resource Requirements	15
3. ELIGIBILITY CRITERIA FOR VENDORS: (All documentary proof to be attached) .	15
4. TERMS AND CONDITIONS.....	16
4.1. Two Bid System.....	16
4.2. Date of Submission.....	18
4.3. Liabilities of Bank.....	18
4.4. Proposal Process Management	18
4.5. Date of Bid Expiration.....	18
4.6. Bidder Indication of Authorization to Bid	18
4.7. RFP Ownership.....	18
4.8. Proposal Ownership	19
4.9. Bid Pricing Information	19
4.10. Bidder Status	19
4.11. Confidentiality.....	19
4.12. Bid Security	19
4.13. Disclaimer	20
4.14. Right to Reject.....	20
4.15. Other General Conditions:.....	20

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

4.16. Payment Terms	22
4.17. Project Completion Time	23
4.18. Penalty Clause	31
4.19. Penalties:	31
4.20. Acceptance of Terms and Conditions:	33
4.21. Clarifications and amendments of RFP Document	33
4.22. Renewal of Contract	33
4.23. Support Personnel.....	33
4.24. Indemnity.....	33
5. TECHNICAL BID – RFP FOR setting up a Security Operations Center (SoC), SIEM .	35
6. ACCEPTANCE LETTER TO BE GIVEN BY THE VENDOR.....	37
7. COMMERCIAL BID:	38
7.1. Price Schedule.	38
7.2. Validity:	40
The prices offered will remain valid for 5 years from the date of issue of Purchase Order.	40
8. SP SELECTION/EVALUATION PROCESS:	41
9. SLA MATRIX	44
ANNEXURE	48
Annexure 1.....	48
Assets to be integrated for SoC Monitoring	48
Annexure 2.....	50

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

1. INVITATION FOR TENDER OFFERS

Central Bank of India invites sealed tender offers (technical offer and commercial offer) from the eligible vendors for providing setting up in-house on premise Security Operations Center (SoC), SIEM.

The copy of tender document may be obtained from Dept. of IT, 1st Floor, Plot No. 26, Sector – 11, CBD Belapur, Navi Mumbai on all working days in person. The details are given below:

Tender Reference	
Cost of Document	Rs.5000/-
Earnest Money Deposit (by DD / Bank Guarantee)	Rs.10,00,000/-
Date of commencement of sale of tender document (RFP)	03/04/2017
Date and venue of Pre-bid meeting	10/04/2017 ; 3 pm Central Bank of India, DIT, 1 st floor, Sec.11, Plot No.26, Opp.Belapur Rly. Stn., CBD Belapur, Navi Mumbai 400 614.
Last Date and Time for receipts of tender offers	25.04.2017 ; 3 pm
Technical Bid Opening date	25.04.2017 ; 3.30 pm
Address of Communication	Central Bank of India, DIT, 1 st floor, Sec.11, Plot No.26, Opp.Belapur Rly. Stn., CBD Belapur, Navi Mumbai 400 614.
Contact Telephone Numbers	022-67123669/67123583/67123552
Email Id:	purcppco@centralbank.co.in, ciso@centralbank.co.in , sminfosec@centralbank.co.in
Website:	www.centralbankofindia.co.in

It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address at least two working days before the date of the Pre-bid meeting. Vendors, who furnish the Tender Fees of RFP Document before pre-bid meeting, will be eligible to participate in the pre-bid meeting.

Fees for RFP document Rs. 5,000/- to be paid in the form of Demand Draft issued by a Scheduled Commercial Bank in favour of “Central Bank of India” payable at Mumbai and the DD should be submitted prior to the pre bid meeting. Bidder/s who have submitted their offers in response to our earlier RFP CO:DIT:PUR:2017-18:236 are not required to submit the tender fee for participating in this RFP.

If any vendor chooses not to attend the pre-bid meeting, their queries if any may not be entertained by the Bank. However, they will be allowed to participate in the RFP process and the said fee for RFP document can be submitted along with the “Technical Offer” on or before the prescribed last date of submission of the tender offers.

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

Earnest Money Deposit of Rs.10,00,000/- (Rs. Ten Lakhs only) must accompany all tender offers (as specified in this tender document). EMD should be submitted along with the “Technical Offer”.

Tender offers (Technical) will be opened, in the presence of the tenderer’s representatives who choose to attend the opening of tender. No separate communication will be sent in this regard.

Suryanarayanan K
Chief Information Security Officer

1.1. Background

Central Bank of India, established in 1911, was nationalized in the year 1969 and today is a leading public sector undertaking listed in BSE/NSE.

Bank has decided to build an on premise in-house C-SoC for the betterment of the security posture of the bank in the wake of ever changing security threats faced by the banking environment for a contract period of 5 years.

The Bank intends to issue this bid document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders / Bidders', to participate in the competitive bidding for entering into a Contract with the selected Bidder to build a Security Operations Center (SoC), SIEM and Security Tools Implementation.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the criteria mentioned in the RFP and are also in a position to comply with the technical requirement for setting up Security Operations Center (SoC), SIEM and Maintenance of SoC Solutions mentioned in Annexure 1. The participating Bidder must agree all our terms & conditions mentioned under this RFP.

2. SCOPE OF WORK

2.1. Introduction

Bank has decided to build an on premise C-SoC (Cyber Security Operations Center) to enhance the security posture of the Bank. The Scope includes procurement, implementation, and operating the SoC as mentioned in the RFP for a period of 5 years. The objectives of the C-SoC are as below.

The SoC should be compliant with internal guidelines, regulatory requirements and country wide regulations and laws from time to time. At a minimum should effectively and efficiently manage security operations by preparing for and responding to cyber risks/threats, facilitate continuity and recovery from cyber-attacks/incidents. The SoC should be able to integrate various log types and logging options into SIEM, ticketing/workflow/case management, unstructured data/big data, reporting/dashboard, use cases/rule design (customized based on risk and compliance requirements/drivers, etc.), etc. The SoC should be in adherence to the guidelines provided in the RBI cyber security circular no RBI/2015-16/418 dated 2nd June

The SOC setup should be done in such a way that ISO27001, PCI-DSS, OWASP requirements are met and the Bank should be able to get the required certification from an independent entity.

2.2. General Requirements

- The SI is responsible for the AMC, licenses, uptime and management of the devices/solutions implemented as part of the SoC
- Service provider shall ensure uptime & availability of Security Information and Event Management (SIEM) Tool & all Security Tools managed by SoC in phase 1 and phase 2.
- All L2 and L3 and device management resources should be on the payrolls of the bidder. Subcontracting of L1 resources may be allowed with prior approval from the Bank.

2.3. Functional Requirements of SoC

2.3.1. Some of the functional requirements include the following

- Ability to protect critical infrastructure from ongoing security threats.
- 24X7 log and security event monitoring
- Should monitor IT infrastructure, WAN, ATM, Internet banking, security solutions, mobile banking & interfaces for security threats [Including components like Servers, Routers, Firewalls, IDS etc.], websites/applications.
- Evaluation of cyber security incidents

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

- Monitor malicious activities to identify the origin of threats, mitigation thereof, initiation of measures to prevent recurrence
- Ability to know who did what, when, how and preservation of evidence
- Ability to assess threat intelligence and the proactively identify/visualize impact of threats on the bank
- 24X7 security incidents/attacks tracking and corrective actions
 - Capability to comply with Capability to provide real-time/near-real time detection of security threats that could impact banks & proactive logging of security events & incidents
- Rapid response to cyber security incidents
- Security engineering: Continuous mature the SIEM operations through structured interventions and by creation of use cases relevant to the emerging threat

2.3.2. Scalability of SoC

The services/ solutions offered should be modular, scalable, and should be able to address Bank's requirements during the period of contract of 5 years. Bidder may consider an increase of 50% in number of devices/solutions to be monitored over a period of 5 years for sizing the systems.

2.3.3. Availability of SoC

The services/ solutions in scope should be designed with adequate redundancy and fault tolerance to ensure compliance with SLAs for uptime as outlined in this RFP.

2.3.4. Performance of SoC

The services/ solutions offered should not have any significant impact on the existing infrastructure/ business of the Bank either during installation or during operation of SoC. There should be no service disruption as part of implementation or any upgrades.

2.4. Responsibility of Bidder for SoC

The Bidders who wish to take up the project shall be responsible for undertaking the following activities at Bank's Data Centre (DC), Disaster Recovery Site (DR), near DR

2.4.1. Envision

- Understand the requirements & end state vision of the Bank.
- Discuss, develop and understand use case requirement with concerned departments of the bank to finalize those use cases and integrate the devices to be monitored to address Banks security concerns
- Co-develop threat use-cases, correlation rules to be configured in the SIEM solutions
- Alerts/offences should be integrated with Bank's ticketing tool (currently have CA Service Desk Tool) as well.
- Envision and provide security intelligence on continuous basis for improvement of the security operations services
- Envision the baseline resource requirements at DC/DR to meet SLA/Investigate

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

- Finalize the sizing of the SIEM solution. The SI should be flexible to expand the solution in respect to utilization of logs/events/packet to its EPS/GB with no additional cost to the bank.

2.4.2. Procure

- All the devices, hardware, software, database, storage, cables and connectors, licenses/AMC, solutions and services required at Bank's premises shall be procured and provided by the SI. 42U Rack with dual PDU and perforated doors (600x1000) and 1u swivel base foldable KVM Module with KVM switch having required ports and cables are also to be provided by the bidder. All the servers / equipment should be Rack Mountable and should have dual Power supply units. LTO6 Tape Drive or Library based backup solution should be provided with backup software and necessary licenses. Feature online backup should be available.
- The SIEM solution proposed should be in the Gartner leader's or challenger's quadrants.
- All solutions proposed should have a post- sales support through established service centers offices within India
- Provide rationale for model and analytical capabilities of the model selected.
- The proposed solution should not be end of life or end of sale and the OEM should guarantee that the solution support will be provided for a minimum of 5 years from the date of purchase, which can be extended by another two years if needed.

2.4.3. Implement

- Deploy the SIEM for the in-scope infrastructure and security tools
- Ensure fully installed well integrated customized and functioning SIEM Security Analytics, MIS Dashboard and Forensics is functional at the end of the implementation phase. The scope includes Incident Forensics and session recreation. Packet capture / network forensics is part of the scope.
- Security services/ solutions including configuration, customization as per the requirement of the Bank.
- Integration of devices/ applications with SIEM as part of implementation.
- Create, agree and sign off the use cases with the Bank
- Implement threat use-cases, write correlation rules, configured etc.
- Fine tuning of the use- cases/rules/solutions basis the evolving requirement
- Implement correlation rules based on out-of-box functionality of the SIEM solution and also based on the use-cases defined
- Develop parses for non-standard logs
- Write custom parsers for unsupported devices.
- Inbuilt / integrated incident management and ticketing tool to generate automated tickets for the alert events generated by the SIEM
- SI should integrate the alert and offences generated with the Bank's existing ticketing tool as well.
- Ongoing integration of new infrastructure sets as and when they will go live within the Bank. This may include cloud and hosted service infrastructure components

2.4.4. Stabilize

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

- Stabilize the working of the SoC, SIEM and all the respective services/solutions. Configuration and customization of the solutions/services should be as per the requirement of the Bank
- Work/ Liaison with the various departments of the bank, application vendors of the Bank for integration the services/ solutions with existing application platforms, servers, security devices, storage environments, enterprise network, and security solutions, as per Annexure 1
- The bidder should create incident flow management for each solution
- The ticketing should be integrated with the Bank's current ticketing solution as well.
- No service disruptions as part of implementation or any upgrades

2.4.5. Operate

- Provide a dashboard view to security risks/ incidents for the Bank to monitor the security posture of the Bank.
- Provide dashboard view for the various department heads as per their daily functional needs.
- Development of operating procedures in adherence with the Bank's policies.
- Adherence to agreed Service Level Agreements (SLA) and periodic monitoring and reporting of the same to designated team and official of the Bank.
- Providing of appropriate ticketing tools for Reporting and logging of information security incidents.
- Monitor all the solutions/devices integrated into SIEM in phase 1 and phase 2 of SoC implementation.
- Monitor events from SIEM and take appropriate action on an on-going basis.
- Provide regular alerts and reports to the bank as per the SLA's
- Provide security intel on emerging threats and suggest controls to mitigate the same.
- Improve the policies configured on an on-going basis to reduce the occurrence of false positives.
- Improve the overall maturity of the SoC on an ongoing basis
- Support any additional deep dive and analysis requirements based on the request of the banks
- Provide intelligence summaries on weekly, monthly and quarterly basis.
- Provide trend analysis to board and other reporting requirements of the Bank
- Provide Security Intelligence on continuous basis and integration of global threat intelligence
- Integration of threat intelligence feeds provided by various sources like Cyber response cells, CERT-IN and telecom service providers of the Bank, etc. and suggest controls to mitigate the same
- Management should be presented with an executive summary report for of the implemented solutions
- Automate alerts and incident management using the same solution for advanced security threat monitoring and incident response.
- The solution/service should be able to provide user behaviour analysis to identify potential internal as well as external threats.
- 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 contact period of 5 Years. Replacement to be done before due of date of the product/service.
- Assist the Bank in active participation in the cyber drills in conducted under the aegis of Cert-IN, IDRBT etc.
- Co-ordination with contact groups within the bank/external agencies to monitor, analyze and escalate security incidents and to Develop Response - protect, detect, respond, recover for cyber-attacks to aid in Incident Management and Forensic Analysis

2.4.6. Documentation, Training

The bidders shall provide the following as part of the deliverables of the project.

- Original manuals of all proposed hardware/software
- All exhaustive training/technical documents/SOP/configuration documents etc. list should be provided by the SI, vetted by the bank and to be documented by SI and provided to the Bank
- Provide training to the identified Bank personnel/ team (10x2) on the solution/ service architecture, and functionality – to be provided before the implementation of solution. Train the trainer is not permitted
- Provide hands-on training to the Bank personnel/ team (10x2) on SIEM policy configuration, alert monitoring, and etc. - post implementation. Train the trainer is not permitted.
- Periodical awareness sessions on latest threats, vulnerabilities for Bank staff including top executives/Board members on requirement basis.
- Documents to be created and approved with signoff from the Bank –
 - Design Documents
 - Standard Operating Procedures (SOPs)
 - Configuration Manual
 - Troubleshooting Manual

2.4.7. Success Criteria

- The solution working should be demonstrated to the IT management and staff of the Bank after completion of the implementation and the review and feedback should be implemented.
- Creation of dashboard with the following features
 - Top Management View (Board)
 - Department Heads (Various IT Business Department Heads).
 - CISO (complete and detailed dashboard of Security posture of the organization set-up being monitored through this SoC).
 - System Administrator (for the systems associated with this administrator).
 - Network / Security Administrator (for devices / equipment for which he is administrator)

2.4.8. Reporting

- Management should be presented with an executive summary report for the implemented solutions
- Configuration of standard SIEM Security Analytics, MIS Dashboard and Forensics Reports
- Customization of reports based on enterprise information security policy and industry standard requirements as mentioned in the success criteria
- Creation of new reports based on the Bank's information security policy, Cyber Security Policy, security metrics as defined by the Bank and industry standard requirements

2.5. Solution Details

SIEM (including ticketing/logging/alert management and integrated Syslog server)

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

2.5.1. Background

- In addition to details in the previous section the proposed solution/service should support the Bank in the following areas, including but not limited to:
 - Incident investigations: Support the Bank in handling incidents that could involve containment/ eradication/ recovery/ Root Cause Analysis
 - Advisory: Providing advisory on latest threats, vulnerabilities and patches based on our entire IT Land-scape. Kindly refer Annexure 1 for details.
 - Log Management/Storage: The bidder should design the storage and log management services so as to provide the following:
 - Logs should be available for live correlation and analysis for a duration of online 3 months and offline 6 months at any given point in time
 - Restoration of historical logs (at least 180 days) should be demonstrated at any given time and sizing of storage should adequate to address the same
 - Historical analysis of the logs at any given point in time should be extended to minimum of 5 years in past.
 - The offline logs should be archived in a manner that it is available for regulatory, legal, audit and forensic investigation
 - BCP DR should be planned and implemented. HA for Log collector only in DC (at Navi Mumbai), DR (at Hyderabad) in Standaby.

2.5.2. Expectations from the proposed SIEM solution

- The solution should be capable of handling minimum 1400 plus devices with 30000 EPS at the beginning of the project with 100 % scalability (60000 EPS over 5 years), Query Response Time- 30 sec, Monitored within 30 sec of the log captured . The bidder needs to provide details of how the solution/service can scale to the maximum EPS count and the additional cost in buckets of 5000 EPS beyond 30000 EPS, which Bank shall pay as and when it cross the threshold.
- The solution should be scalable up to handling 50 % of additional IT infrastructure, WAN, ATM, Internet banking, security solutions, mobile banking & interfaces for security threats [Including components like Servers, Routers, Firewalls, IDS etc.], websites/applications.
- All licenses should be procured in the name of the Bank.
- Security & Network devices to be monitored by SIEM are included in detail in Annexure 1. The Bank reserves the right to make any changes to the applications/systems as and when needed.

Note: Before the implementation of solution/service, the bidder is required to study the Bank environment and identify any additional Security & Network Devices, Servers, Software, Database, and applications that need to be monitored by SIEM. The Bidder shall also submit the report on the same to the Bank. Any new Security & Network Devices, Servers, Software, Databases, and applications introduced in Bank environment during the contract period should also be monitored by the SIEM

2.5.3. Solution Features

The following are key features expected in the proposed solution, but not limited to:

- Proposed solution should collect data from various sources (including logs, sensors, network devices,

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

security devices, Web servers, Databases, applications, Routers, Firewalls, IDS etc.], websites/applications etc.). The solution must be enabled to collect, store, search, and report on the data based on Banks need

- Aggregation of logs and events from sources such as network assets, applications, databases, operating systems, security devices, etc. as mentioned in the inventory in Appendix 1
- The solution should support information collected from Linux/Unix based servers and end-user systems
- The solution should also support other OS used in the Bank which may be proprietary.
- The solution should support log collection from all operating systems and their versions including but not limited to Windows, AIX, UNIX, Linux, Solaris servers, HP Unix etc.
- Logs support should be extended to the platforms through custom apps and APIs for non-supported log formats.
- The framework should support custom uses cases development
- The proposed solution should be configurable, manageable, and should have ability to be monitored through a centralized management console.
- The user interface to monitor and investigate events from the SIEM tool should be customizable and should provide capabilities necessary for further analysis
- The following features must be available through the user interface – create or edit event, apply conditions, and add or edit field columns, etc.,
- The solution should have the capability to identify and detect multiple type of events such as inappropriate use of applications, frauds, advanced low and slow threats, advanced persistent threats based on the daily events generated.
- The solution should be capable to collect network flow data, including Layer 7 (application-layer) data, from switches and routers, security devices, firewalls, DHCP and devices which provide layer 7 data.
- The solution should ability to provide near real time detection and analysis and reporting of events
- Create incident tickets and prioritizes them according to business impact based on event data collected
- Ability to perform trend analysis basis the historical data collected.
- Create incident tickets and prioritizes them according to business impact based on event data collected
- Ability to analyze user activities/logs patterns for anomaly detection to identify changes in behaviour associated with applications, hosts, users and areas of the network.
- Ability to correlate global threat intelligence feeds and analyze/compare collected logs to identify activity associated with indicators of compromise for the Bank basis the intel obtained.
- Ability to perform event and flow data searches in both real-time streaming mode or on a historical basis to enhance investigations.
- Ability to integration of additional security appliances for deep insight and clarity of network traffic analysis.
- Ability to integrate cloud hosted platforms into the SIEM covering event and network flow data
- Ability to analyze patterns that are inconsistent with historical usage patterns including end user behaviour, cloud solutions related alerts, system and network behavior
- Capability to perform deep packet forensics analysis on the packets integrated from packet analysis solution. The packet related aspects are defined in the RFP so as to ensure that the proposed product is able to integrate with packet capture solution.

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

- The bidder should ensure that the proposed SIEM solution has connectors for the variety of devices outlined in Annexure 1
- It is responsibility of the bidder to custom code parsers. No additional fees are payable for custom parsers. Ongoing updates to standard parsers is part of the operations phase without any additional commercials.
- The bidder will be responsible for writing 35 code parsers as part of this RFP. Ongoing updates to standard parsers is part of the operations phase without any additional commercials. Bank will bear additional cost if the bidder is required to write additional custom parsers. The charges for additional parsers should be provided along with the bid.
- Ability to index all the original, unmodified data and make it searchable (no data normalization/reduction) and utilize existing the data schema in the data store retaining the log structure as is without normalization
- Meets regulatory requirements around log management, retention, review, and continuous monitoring as communicated from time to time
- Ability to do full-text search on any field in the indexed data including but not limited to the time ranges, regular expressions etc.
- Ability to do statistical analysis including using count of occurrences, distinct count of occurrences, sum, most common values or least common values of a field, minimum, maximum, etc.
- Solution should enable the easy customizable dashboards (not limited to fixed, pre-canned reports) Dashboards should include at a minimum
 - a) Tables
 - b) Different type of Charts
 - c) Geo-IP maps
- Dashboards should have ability to update in real-time and should be able to make clear outliers/anomalies in need of further investigation
- Dashboards should provide facility to all support drill-down, click-through capabilities to get from summaries to raw events within seconds
- Provide regular update on cybersecurity threat landscape that will have a bearing on the security posture of the Bank which include the following, but not limited to:
 - a) Malware, ransomware, cyberattacks
 - b) C2C Networks and Botnets
 - c) Spam campaigns
 - d) Latest Vulnerabilities as applicable to IT & Application landscape

2.5.4. Project Timelines

Bidders are requested to adhere to the below mentioned timelines for project implementation.

Phase I : Existing networking and security devices like firewalls, IPSs, Routers, Switch, internet facing servers and Critical Intranet servers etc. at DC where separate custom parser development is not required have to be configured/implemented in SOC within 4 months of issuance of purchase order.

Phase II : Existing security solutions and DR infrastructure where separate custom parser development is not required should be configured/implemented within 6 months of issuance of purchase order

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

Phase III : Systems/applications where separate custom parser development is required should be configured/implemented within 8 months of issuance of purchase order.

New security solutions/infrastructure (if any) which will be implemented in the bank in future should be configured/implemented in SOC within one month of implementation of such solutions.

2.5.5. Resource Requirements

- Bidders need to provide number of on-site resources as mentioned in the below table.
- In future if Bank wants additional resources the price quoted for the three categories respectively will be considered for placing order.
- This deployment should ensure a 24/7 operational SoC.
- The cost of the resources as provided in the Final commercial bill of materials shall be considered as fixed for the term of the project and the bank may procure additional resources at the cost not necessarily as per the above mentioned ratio.

Manpower Support working days schedule

No of Shifts		Resource allocation for Solution Monitoring	Resources per Shift 1 (Monday to Saturday)		Resources per Shift 2 (Monday to Saturday)		Resources per Shift 3 (Monday to Saturday)		Sunday (Three shifts)	
DC	DR	Level	DC	DR	DC	DR	DC	DR	DC	DR
3	3	L1 (up to 1-3 years of experience)	3	1	3	1	2	1	1	1
		L2 (3 to 8 years of experience)	1	*	1	*	1	*	*	*
		L3 (7 + years of experience)	1	*	*	*	*	*	*	*

Where * refers to resource must be made available when needed.

3. ELIGIBILITY CRITERIA FOR VENDORS: (All documentary proof to be attached)

- 1) Experience in implementing/supporting well-established Security Operations centre (SoC) in last 3 years for at least 3 BFSI / PSU clients, out of which minimum one should be a Bank. Reference of major clients should be given.
- 2) The bidder should have a minimum turnover of Rs.100 crore in each of the last three financial years i.e. 2013-14, 2014-15, 2015-16. Should be profit making in at least two years during the last three financial years i.e. 2013-14, 2014-15, 2015-16.
- 3) Bidder must have never been black listed / barred at any time by the Central or any of the State Governments in India or any Public Sector financial Institutions in India. An undertaking to this effect must be submitted in their letterhead.

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

- 4) Vendor should not be a consultant / System Integrator in Central Bank of India and/or RRBs sponsored by Central Bank of India for Network Infrastructure/ CBS to avoid any conflict of interest
- 5) The proposed team should be CISSP/GIAC/CISA/CISM/CCNA/GSEC certified and having the defined scope experience of at least 3 years.
- 6) Bidder must warrant that key project personnel to be deployed in this project have been sufficiently involved in the similar project in the past. Along with the proposal the bio data of the persons doing the audit be submitted indicating their qualifications, professional experience and projects handled
- 7) The reference SoC's should have been operational in India for minimum of two years as on 31/12/2016.
- 8) The bidder must have a direct partnership with the supplier of the SIEM tool that the bidder is using in the bidder's SoC. A Bidder is required to submit the OEM Associations and support agreement for this project letter on OEM letter head. One System Integrator can bid only with one OEM as regards SIEM solution is concerned. If OEM of SIEM solution is bidding directly, they cannot submit another bid with any other System Integrator. However, several bidders (SIs) can propose the same SIEM solution.
- 9) The bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm without the consent of the Bank. In any case the bidder will be primarily responsible for all the activities under the scope.
- 10) The bidder should not be NPA holder in any Bank in India

Note: The vendor must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the vendor independently.

4. TERMS AND CONDITIONS

Central Bank of India invites the Vendor's attention to the following terms and conditions which underline this RFP and which provide a statement of understanding between the interested parties.

4.1. Two Bid System

Separate Sealed Envelopes Containing Technical Proposal (Technical Bid) and Commercial Proposals (Commercial Bid) should be clearly super scribed as "**Technical Bid – RFP for setting up Security Operations Center (SoC), SIEM**" and "**Commercial Bid - RFP for setting up Security Operations Center (SoC), SIEM**" respectively and should be addressed to and submitted at: -

Chief Manager,
Central Bank of India,
1st Floor, Plot No. 26, Sector – 11
CBD Belapur, Navi Mumbai – 400 614

One hard copy and one soft copy on compact disk, of the Technical Bid and One Copy of the Commercial Bid must be submitted at the same time, giving full particulars in separate sealed envelopes at the Bank's address given below on or before the schedule given above. All envelopes should be securely sealed and stamped. The sealed envelope containing Commercial Bid must be submitted separately to the Bank.

All the envelopes must be super scribed with the following information –

1. Type of Offer- (Technical Bid, Commercial Bid) RFP for setting up Security Operations Center (SoC), SIEM

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

2. Tender Reference Number
3. Due Date
4. Name of Bidder
5. Name of the Authorized Person

All schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company.

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.

Envelop- I (Technical bid)

The Technical bid should be complete in all respects and contain all information asked for except prices. The TECHNICAL BID should include all items mentioned in the below list.

1. "Bidder's Information" format along with supporting documents.
2. The bidder will have to give presentation on the following points as a part of the technical evaluation.
 - a. Proposed solution
 - b. Provide rationale for model and analytical capabilities of the model selected.
 - c. Method and timeline for implementation
 - d. Implementation of suggested methodology
 - e. Deliverables
 - f. Project plan
 - g. Proposed team details such as qualifications, experience etc.
 - h. Case study of any of the similar audits carried out in the past
 - i. Certificate of the public sector bank as a proof for implementation

The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. A Xerox copy of original commercial offer with prices duly masked be submitted along with the Technical Bid.

Envelop- II (Commercial Bid)

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A hard copy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

Envelope III (EMD Amount)

This envelope should contain the demand draft / Bank Guarantee for Ten Lakhs only towards EMD favoring "Central Bank of India payable at Mumbai.

These three envelopes containing the Technical bids, Commercial bid and EMD amount should be separately submitted. Please note that any envelope containing both technical and commercial bid will be rejected. However all the three separate envelopes may be submitted in a single large envelope.

All the covers thus prepared should indicate clearly the Name and Address of the Vendor.

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

Bids submitted without EMD and Application Fee Demand Draft will not be considered for evaluation.

Bids sent by fax or e-mail will not be considered for evaluation.

4.2. Date of Submission

The proposal should be prepared in English and should reach the Bank on or before date and time mentioned above. The proposals received later than the above scheduled date and time will not be accepted. The e-mail address and phone/fax numbers of the vendor should also be indicated on the sealed cover. The details in both the Bids should be exactly as stipulated and otherwise the offer is liable to be rejected.

4.3. Liabilities of Bank

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the Vendor(s).

4.4. Proposal Process Management

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Vendors, or to cancel the process in part or whole. No Vendor is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes.

4.5. Date of Bid Expiration

Proposals must be valid for a minimum of 180 days from the proposal date. Responses must clearly state the validity of the bid and its explicit expiration date.

4.6. Bidder Indication of Authorization to Bid

Responses submitted by a Vendor to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Vendor's response. The proposal must be signed by an official authorised to commit the bidder to the terms and conditions of the proposal. Vendor must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

4.7. RFP Ownership

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia cause the Vendor to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Vendor proposal,

or upon request. In case the Vendor is not interested in responding to the RFP, the RFP documents and any appendices must be returned to Bank immediately.

4.8. Proposal Ownership

The proposal and all supporting documentation submitted by the Vendor shall become the property of Central Bank of India unless the Vendor specifically requests, in writing, that the proposal and documentation be returned or destroyed.

4.9. Bid Pricing Information

By submitting a signed bid, the Vendor certifies that:

The Vendor has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Vendor to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.

4.10. Bidder Status

Each Vendor must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Central Bank of India.

4.11. Confidentiality

This document contains information confidential and proprietary to Central Bank of India. Additionally, the Vendor will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Vendor, pre-mature termination of the contract, or legal action against the Vendor for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from Bank. Reproduction of this RFP, without prior written consent of Bank, by photographic, electronic, or other means is strictly prohibited. The successful bidder shall execute a Non Disclosure Agreement with Bank on Bank's format annexed herewith.

4.12. Bid Security

The Vendor is required to submit an interest free deposit which is refundable, in form of a Demand Draft or Pay Order in favor of **“CENTRAL BANK OF INDIA – EMD FOR TENDER NO ...”**, as part of the proposal, for an amount as mentioned above issued by any Bank acceptable to us.

The Demand Draft / Pay Order will not be returned, if the vendor withdraws his proposal during the period of the proposal validity; or if the vendor, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.

4.13. Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

The short-listed vendor should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement.

4.14. Right to Reject

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof.

Waive or modify any formalities, irregularities, or inconsistencies in proposal format delivery,

Bank reserve the right to discuss any specific aspect/s of the proposal with any consultant and negotiate with more than one consultant at a time.

Accept/reject any counter proposal or addendum submitted by the consultant.
Extend time for submission of all proposals.

Select the next most responsive vendor in the event of negotiations with the L1 vendor fail to result an agreement within a specified time frame.

Share the information/ clarifications provided in response to RFP by any vendor, to any other vendor(s) /others.

Blacklisting-The Bank reserves its right to blacklist to concern Vendor to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP/Agreement.

4.15. Other General Conditions:

All responses received after the due date/time would be considered late and would not be accepted.

All responses should be in English Language. All responses by the vendors to this RFP document shall be binding on such vendors for a period of 180 days after the opening of the technical bids.

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may if accepted by the bank form part of the final contract between the bank and the selected vendor.

Any technical or commercial bid, submitted cannot be withdrawn/modified after the last date for submission of the bids unless specifically permitted by the bank.

The vendor is requested to quote in Indian Rupees (INR). Bids in currencies other than INR would not be considered.

Bank reserve the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.

The prices quoted by the vendor shall include all costs such as taxes, levies, cess, excise duty, insurance etc. that need to be incurred. The price payable to the vendor shall be inclusive of carrying out any modifications changes/upgrades to the software or equipment that is required to be used in order to carry out the specified assignments.

In case of any variation (upward or downward) in Government levies, taxes, cess, excise etc. up to the date of invoice, the benefit or burden of the same shall be passed on or adjusted to the bank. If the vendor makes any conditional or vague offers, without conforming to these guidelines, the bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes or octroi whichever is applicable, if any, will be paid by the bank on production of relative payment receipts/documents. Necessary documentary evidence should be produced for having paid the customs/excise duty, sales tax, if applicable, and or other applicable levies.

If any Tax authorities of any state, including, Local authorities like Corporation, Municipality, Mandal Panchayat, etc. or any Central Government authority or Statutory or autonomous or such other authority imposes any tax, penalty or levy or any cell/charge other than entry tax or octroi and if the bank has to pay the same for any of the items or supplies made hereunder by the vendor, for any reason including the delay or failure or inability of the vendor to make payment for the same, the bank has to be reimbursed such amounts paid, on being intimated to the vendor along with the documentary evidence. If the vendor does not reimburse the amount within a fortnight, the bank reserves the right to adjust the amount out of the payments due to the vendor from the Bank.

The project will be deemed complete only when the vendor with the satisfaction of the bank completes all the assignments contracted by the bank and all deliverables are provided.

Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the bank.

All terms and conditions, payments schedules, time frame for completion of assignments as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the assignment.

Bank shall not be responsible towards sub-contractor for any obligation under government law or labour law enforced in India.

Bidder / Vendor should allow The Reserve Bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to Vendor / Bidder, stored or

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.

Bidder / Vendor should be aware of the right of the Reserve Bank of India to cause an inspection to be made of a service provider of the Bank and its books and account by one or more of its officers or employees or other persons.

4.16. Payment Terms

Payment will be released as follows:

4.16.1 No advance payment will be made.

4.16.2 50% of Hardware, Software and License Cost (Please refer page 38, 7.1 Price Schedule S.No. A & B of Commercial Bid) will be made on delivery, installation and acceptance of the same by the Bank.

4.16.3 20% of Hardware, Software and License Cost (Please refer page 38, 7.1 Price Schedule S.No. A & B of Commercial Bid) will be made after successful implementation of Phase I activities.

4.16.3 10% of Hardware, Software and License Cost (Please refer page 38, 7.1 Price Schedule S.No. A & B of Commercial Bid) will be made after successful implementation of Phase II activities.

4.16.4 10% of Hardware, Software and License Cost (Please refer page 38, 7.1 Price Schedule S.No. A & B of Commercial Bid) will be made after successful implementation of Phase III activities.

4.16.5 90% of the other service related (Please refer page 39, 7.1 Price Schedule S.No. E, G & H of Commercial Bid) cost will be made after successful implementation of the related activities.

4.16.6 10% of total payment (Please refer page 39, 7.1 Price Schedule S.No. A, B, E, G & H of Commercial Bid) will be made after five years of successful implementation (phase III) or on the submission of performance Bank Guarantee. However, this payment will not be released before phase III implementation of the solution.

4.16.7 Support, maintenance and FM cost (Please refer page 39, 7.1 Price Schedule S.No. C & D of Commercial Bid) will be made on quarterly basis at the end of each quarter. This will start after implementation of Phase I activities.

4.16.8 Hardware/Software AMC cost (Please refer page 39, 7.1 Price Schedule S.No. F of Commercial Bid) will be made on quarterly basis at the end of each quarter. For Hardware items, AMC will start after warranty period and for software, AMC will start after completion of phase III activities.

The Vendor must accept the payment terms proposed by the Bank. The financial bid submitted by the vendor must be in conformity with the payment terms proposed by the bank. Any deviation from the proposed payment terms would not be accepted.

The bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the bank.

The payment terms need to be read in conjunction with the price bid.

4.17. Project Completion Time

Detailed and realistic Project Plan, Management and Implementation schedule should be provided.

Liquidated Damages

1. If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.
2. The Liquidated Damages (LD) shall be a sum equivalent to 1% of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract. At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

Bidder's liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited.

In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder.

The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

Resolution of Disputes and Remedies

- a. The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of The Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.
- b. If The Bank officials and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Vendor and Bank respectively.
- c. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, The Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- d. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

of Arbitration will be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

e. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on

(i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

f. This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

Assignment-

Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following:

- (i) Bidder refuses to perform;
- (ii) Bidder is unable to perform;
- (iii) Termination of the contract with Bidder for any reason whatsoever;
- (iv) Expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract.

Independent Contractor:

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA(Non Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be.

Inspection, Audit & Visitations

a) Right to Inspect, Examine and Audit:

All OEM/Vendor records with respect to any matters / issues covered under the scope of this RFP shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

Bank shall undertake a periodic review of service provider/VENDOR outsourced process to identify new outsourcing risks as they arise. The VENDOR shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the VENDOR outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

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

Banks shall at least on an annual basis, review the financial and operational condition of the VENDOR. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the VENDOR. Such assessment and reports on the VENDOR may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

b) Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Vendor.

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

c)Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The Vendor shall cooperate with the authorized representative(s) of the Bank and shall provide all information/documents required by the Bank.

Confidentiality

"Confidential Information" means any and all information that is or has been received by the Vendor("Receiving Party") from the Bank ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

"Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality for the term and thereafter.

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

The Vendor Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Bank. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of centralized Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or

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

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

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document
- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party / Bank
 - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
 - e. The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank
 - f. The Vendor represents and agrees that during the Term of this RFP or until the Bank takes over the Deliverables from the Vendor, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non functioning of Deliverables) is caused due to the willful act or gross misconduct of the Bank or any of its personnel as certified jointly by the Project Directors of the Parties. In such an event, the Vendor shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP without any additional cost to the Bank.
- The restrictions in the preceding clause shall not apply to:
 - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party / Bank contrary to the terms of this document); or any information which is independently developed by the Receiving Party / Vendor or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party / Vendor shall promptly notify the Disclosing Party / Bank of such requirement with a view to providing the Disclosing Party / Bank an opportunity to

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

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

The confidentiality obligations shall survive the expiry or termination of the agreement between the Vendor and the Bank. The Vendor shall execute NDA (Non-disclosure Agreement) with Bank as format shared provided in this RFP.

The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.

The vendor shall submit a non-disclosure and integrity pact as per requirement of the Bank.

Compliance with Laws

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

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

3. This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

Intellectual property rights

The Vendor claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, 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 Vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor.

The Vendor represents that a separate RFP is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.

If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party software / service provided by the bidder in the scope of the RFP will be the responsibility of the bidder.

Violation of terms

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

Insurance

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

Should any loss or damage occur, the selected Bidder shall: -

- i. Initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

Taxes

The consolidated fees and charges required to be paid by the Bank against each of the specified components under this Agreement shall be all-inclusive amount with currently applicable taxes. The Vendor shall provide the details of the taxes applicable in the invoices that shall be raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes from the payments due/ payments to vendor which includes TDS. The service tax shall be paid by the vendor to the concerned authorities. In case of any variation (upward or down ward) in Government levies / taxes / VAT/cess / excise / custom duty etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes or octroi whichever is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies.

"Variation" would also include the introduction of any new tax /cess /excise. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.

Privacy and security safeguards

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

Information Ownership

All information transmitted by successful Bidder belongs to the Bank. the Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder.

Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered.

Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location

Governing Law and Jurisdiction

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

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract.

Corrupt and Fraudulent Practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Vendors (prior to or after offer submission) designed to establish offer prices at artificial non competitive levels and to deprive The Bank of the benefits of free and open competition.

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

Publicity

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

Entire Agreement; Amendments:

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

Survival and Severability: Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on VENDOR shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

4.18. Penalty Clause

The vendor must strictly adhere to the schedules for completing the assignments. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the vendor's inability to meet the established delivery dates, the bank may take suitable penal actions as deemed fit.

4.19. Penalties:

Via the contract signed with Central Bank of India for the building the SoC, the Service provider shall agree to a penalties structure in accordance with the following:

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

- For delayed delivery of a scheduled activity/deliverable:

The Service Provider shall be liable to forfeit up to 10% of the total price of a given deliverable if it was delayed beyond the agreed schedule and the delay was solely the Service Provider's fault or negligence in the judgment of Central Bank of India.

Note: the maximum accumulated penalty charges for all the deliverables shall be 10% of the total contract cost.

- For breach of the SLA agreements:

SLA will be measured and reported against defined KPI on a monthly basis. Penalties will levies as per the SLA in this RFP.

Performance bank guarantee

The Service Provider has to provide Performance Bank Guarantee in Bank Format for an amount equivalent 10 percent of the contract value, valid for 5(five) years and 90(ninety) days from a Public Sector Bank or Schedule Commercial Bank before claiming the first payment. Bank reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Purchase Order in the event of breach and/or non observance of any of guaranteed performance.

Cancellation of Order

The Bank reserves its right to cancel the Purchase Order at any time, in the event of delay in operationalizing the service beyond the specified period or for any other reason with or without assigning any reasons.

In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the Service Provider to recover the damages.

Force Majeure

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

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

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform his 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.

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

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

Notwithstanding the above, the decision of the Bank shall be final and binding on the Vendor.

4.20. Acceptance of Terms and Conditions:

The vendors participating in the tender process should give an Acceptance Certificate for all the points mentioned through 2.1 to 2.21. Otherwise their offers are liable to be rejected.

4.21. Clarifications and amendments of RFP Document

RFP Clarifications

During Technical Evaluation of the proposals Bank may, at its discretion, ask bidders for clarifications on their proposal. The bidders are required to respond within the prescribed time frame.

Amendments in RFP

At any time prior to deadline for submission of proposal, Bank may for any reason, modify the RFP. The prospective bidders having received the RFP shall be notified of the amendments through website and/or newspapers and such amendments shall be binding on them.

4.22. Renewal of Contract

Bank reserves the right to renew contract for further period after expiry of original contract period of five years on the same terms and conditions of this RFP on the satisfactory services provided by the vendor for earlier contract period.

4.23. Support Personnel

Resource allocation and responsibilities will be decided with mutual agreement with Bank. The Bidder must fulfill the minimum qualification of the resources to be allotted.

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

In future if Bank wants additional resources the price quoted for operator, analyst, manager respectively will be considered for placing order. If bidder requires to put additional resources beyond the resources mentioned in proposal to meet SLA it will be at cost of Bidder.

4.24. Indemnity

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

The Bidder shall indemnify and hold harmless the Bank from and against any loss, cost, damage and expense (including but not limited to attorneys' fees) incurred by any Indemnified Party relating to any claims arising out of or in any way relating to the Services or this RFP/agreement infringement of any third party's intellectual property rights. Provided that the Bidder/Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from and entirely or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- a) Bank's authorized / bona fide use of the deliverables and /or the Services;
- b) Grossly negligent act or willful omission of the Vendor, employees, agents, sub-contractors in the performance of the obligations under this Agreement;
- c) Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- d) Any or all deliverables and/or Services infringing any patent, trademarks, copyrights or such other intellectual property rights

This provision shall survive the termination of to be Agreement for any reason.

*Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM***Proposal Formats:****5. TECHNICAL BID – RFP FOR setting up a Security Operations Center (SoC), SIEM**

The Service Provider should provide a response to the requirements, which could be any one from the following categories – S/C/N i.e. Standard (S), Customization (C), or Not Feasible (N). Please respond in accordance with the following guidelines

S – Standard. This is a standard feature of the system and is available in ready-to-implement mode.

C – Customization. This feature requires customization of software/hardware from the Service Provider. Please indicate the estimated time for customization

N – Not Feasible. The function doesn't exist in the current system and not feasible for the customization also. In such case, please suggest alternative method of achieving the requirement

PART-I GENERAL INFORMATION

No.	Particulars	To be furnished by the Vendor
1	Name and address of the Vendor	
2	Year of establishment and constitution	
3	Telephone no., Fax no. and E-mail-id	
	Legal status a Government/ Public Sector Undertaking a propriety firm a partnership firm (if yes, give partnership deed) a limited company or limited corporation a member of a group of companies (if yes, give name and address, and description of other companies) a subsidiary of a large corporation (if yes give the name and address of the parent Organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
	Date of registration of the bidder firm in India under Companies Act 1956. Please submit a copy of Certificate of Incorporation.	
4	Name and designation of the personnel authorized to take decisions on behalf of the Vendor and can make commitments to the Bank	
5	The details of the Head with professional qualifications and experience	
6	Description of area of activity Service profile Domestic & International exposure Alliance and joint ventures d) Client profile	

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

7	Whether the SoC conforms to ISO27001 standards and furnish details of compliance.	
8	Profile of key personnel involved in SoC (domain specific and others) with their CVs (Information in respect of skill and expertise specifying technical and banking knowledge/solutions should be mentioned) Service/support for similar project assignment by the personnel Track record	
9	Details of experience/knowledge in the area of Project Design and management, Resource Planning, Role and Responsibility definition, co-ordination across multiple teams, Risk analysis and mitigation Area description Client organization name & location Number of employees, branches, installations, systems applications, Cost involved, Time taken, Largest job etc.	
10	Total revenues (not of the group) During the financial year 2013-14 During the financial year 2014-15 During the financial year 2015-16	
11	Net profit (not of the group) During the financial year 2013-14 During the financial year 2014-15 During the financial year 2015-16	
12	Details of the major SoC implementation and monitoring completed and live in Banks institutions, during the last three years: Name of the Bank/Institution Location of Head Office No. of branches/sites under coverage Specific area of involvement Present Status of the Project	
13	Present projects on hand: Name of the Bank/Institution Location of Head Office No. of branches/sites under coverage Specific area of involvement Present Status of the Project	

6. ACCEPTANCE LETTER TO BE GIVEN BY THE VENDOR

To

Central Bank of India,
Central Office,
Mumbai.

Dear Sir,

REG: Acceptance of the Terms and Conditions and Confirmation of the Offer.

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Central bank of India has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related PROC documents, in short listing of vendors for providing software solution.

We also acknowledge the information that this response of our Company for the Bank's RFP process is valid for a period of 180 Days, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.

We also confirm that we will abide by the Terms & Conditions mentioned as given in the Tender Document in full and without any deviation.

Place:

Date:

Seal & Signature of the Vendor

*Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM***7. COMMERCIAL BID:****(To be submitted as per this format only)**

This bill of material must be attached in Technical Offer as well as commercial offer. The format will be identical for both technical and commercial versions, except that the **technical version will not contain any price information**. Technical offers without the bill of material are liable for rejection.

The vendor can also mention any other component(s) that are required for their solution implementation (see item G in the format).

The vendor must take care in filling price information in the commercial version, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

Consolidated, all-inclusive fee (exclusive of taxes) for the total project as per the scope specified in the Request for Proposal should be mentioned. Taxes will be payable extra on actuals.

7.1. Price Schedule.

Sr. No.	Item Description	Specification / Make	Qty	Unit Cost (Rs.)	Total Cost (Rs.)
(A) Hardware/ Equipment (Including integrated Syslog server & Backup solution) Cost :					
1					
2					
3					
4					
Sub Total (A)					
(B) Software Licenses Cost : (Should include all required licenses related to SIEM solution like OS, DB, Software etc.) *					
1					
2					
3					
4					
Sub Total (B)					
(C) Cost (if any) of Services in respect of 24×7 Log Monitoring, Cyber Security Event monitoring & tracking, Reporting, Action & follow up/mitigation etc.					
1	Year One	N/A			
2	Year Two	N/A			
3	Year Three	N/A			
4	Year Four	N/A			
5	Year Five	N/A			
Sub Total (C)					
(D) Cost of Facility Management (L1, L2, L3 resources) For Five years from the date of successful implementation and acceptance of the solution by the Bank). Additional resources (if any) required by the Bank during the contract period will also be calculated on this agreed rates only.					
Cost of onsite resource (yearly cost) as per clause 2.5.5. Resource Requirements					

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

		Total L1 cost per year (11 resources)	Total L2 cost per year (3 resources)	Total L3 cost per year (1 resource)	Total
1	Year One				
2	Year Two				
3	Year Three				
4	Year Four				
5	Year Five				
Sub Total (D)					
(E) Cost (if any) of Custom Parser development for 35 parsers (TCO Purpose). Payment will be made for actual number of custom parsers required to be developed. Cost per parser will be arrived by dividing the total cost for parser development by 35. The same cost will be considered for additional parser development (if any) during the contract period.					
1	Custom Parser development charges for 35 Parsers (TCO purpose)	N/A			
Sub Total (E)					
(F) Hardware/Software AMC/ATS cost (For Five Years)					
1	Year One	N/A			
2	Year Two	N/A			
3	Year Three	N/A			
4	Year Four	N/A			
5	Year Five	N/A			
Sub Total (F)					
(G) Any other cost (specify details)					
1					
2					
3					
Sub Total (G)					
(H) Incremental Cost**					
1	Incremental cost for 5000 EPS x 6 (Please multiply the incremental cost for 5000 EPS with six and put the figure in last column (Total cost column) Only basic cost to be provided. AMC (if any) for such additional requirement will be calculated and paid by the Bank based on the year in which it is supplied.				
Sub Total (H)					
Grand Total (A+B+C+D+E+F+G+H)					
TCO For Five Years (A+B+C+D+E+F+G+H)					
Cost for adding one device in the scope					

***Bank is having EULA arrangement for Oracle. Accordingly if the database proposed by the vendor is Oracle, no cost is to be mentioned. However, the license requirement should be clearly mentioned**

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

separately in the technical offer/document. If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO.

****Sizing of the hardware components and other related components can be for 30000 EPS initially. Incremental cost for every additional 5000 EPS can be specified separately. For calculation of TCO, this incremental cost will be multiplied by 6 (six) and added to the original amount. However, payment towards each incremental cost will be made only at the time of providing the additional service, if required. Vendor should ensure that no deviation from SLA arises on account of incremental requirement.**

- Total Cost of Ownership (TCO) will be calculated by adding items given in table for point no. A, B, C, D, E, F, G & H.
- Bidder must submit the licensing model applicable for the solution along with the technical bid (without price details).
- TCO for five years should include all costs required for supply, implementation and maintenance of SIEM solution for the contract period.
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The price quoted by the bidder shall be exclusive of all taxes and levies. Tax/VAT/Service Tax/Octroi, if any, will be paid by the bank additionally.

Declaration by bidder :

We confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

7.2. Validity:

The prices offered will remain valid for 5 years from the date of issue of Purchase Order.

Place:

Date:

Seal & Signature of the Vendor

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

8. SP SELECTION/EVALUATION PROCESS:

The competitive bids shall be submitted in three stages

Stage 1 – Eligibility criteria

Stage 2 – Technical Evaluation Criteria

Stage 3 – Commercial Bid

All bids shall be evaluated by Technical Evaluation Committee set up for this purpose by the Bank.

The evaluation shall be on the basis of Eligibility criteria, Technical evaluation criteria and the commercial bid.

The bidder will have to pass eligibility criteria to get considered for technical evaluation.

The Technical Proposal will be evaluated first for technical suitability. Commercial Proposal shall be opened only for the short-listed bidders who have qualified in the Technical Proposal evaluation.

Technical bids of eligible bidders will be evaluated based on technical criteria classified under 3 heads - Credentials, People and Approach & Methodology. The table below highlights the parameters under the technical criteria and scoring methodology.

Various stages of technical evaluation are presented below:

Criteria	Evaluation Parameters	Max Marks	Qualifying Marks	Marks Obtained	Scoring Methodology
Credentials	Experience in implementing/supporting well-established Security Operations center (SoC) in last 3 years for at least 3 BFSI / PSU clients, out of which minimum one should be a Bank.	50	25		- Full marks – More than three BFSI/PSU implementations with two or more Bank client in the last 3 years 80% – Three BFSI/PSU implementations with two or more Bank client in the last 3 years 50% if criteria met fully
	The Solution should have comprehensive predefined security configuration assessment checks (settings) for different supported platforms as per industry standards such as ISO27001, PCI-DSS, OWASP etc.	20	10		- Full marks - if proposed solution supports two or more additional platforms than the listed platforms. 80% - if proposed solution supports one additional platform than the listed platforms. 50% if criteria met

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

					fully
	Gartner magic quadrant of the proposed solution	20	16		- Full marks – If the solution is in Gartner leader's quadrant. 80% marks if the solution proposed is Gartner Challenger's quadrant
	The proposed team should be CISSP/GIAC/CISA/CISM/C CNA/GSEC	20	10		Certified CISSP/GIAC/CISA/CCN A/GSEC experts available for CBI project. - Full marks – 10 or more CISSP/GIAC/CISA/CIS M/CCNA/GSEC certified professionals allocated 80% Marks if 8 or more CISSP/GIAC/CISA/CIS M/CCNA/GSEC certified professionals – 50% Marks if 5 or more CISSP/GIAC/CISA/CIS M/CCNA/GSEC certified professionals –
	The proposed SIEM Solution should allow for customization to meet Bank's unique requirements.	20	10		Subjective Evaluation
	The bidder has office in Mumbai.	10	8		- Full marks – If the criteria are met fully. 80% Marks if the office is in India
	Sub total	140	98 (Minimum)		
Approach and Methodology	Demonstration of in-depth understanding of the Bank's project requirements through the technical proposal.	10	7		Subjective Evaluation

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

	Technical Proposal with detailed broken-down activities to be performed effort estimation, manpower deployed.	10	7		Best Detailing and a schedule for involvement through the life-cycle of the project will earn maximum credit .
	Sub Total	20	14		
	Overall resource strength of the company	10	7		Subjective Evaluation
	Proposed team structure and experience in executing similar projects in Financial Institutions in India out of which at least one should be PSU bank in India.	10	7		Marks will be awarded as per the resource strength/structure proposed for the service.
	* Site visit and reference	20	14		Subjective Evaluation
	Sub Total	40	28		
	Total Marks	200	140		Total score out of two hundred:

*** Only those bidders are eligible for site visit who qualify in all other qualifying technical slabs.**

Note:-

The respondent should furnish elaborate details for each of the above criteria and should provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials.

1. Matching the clear eligibility criteria as indicated above
2. Short-listing of the bidders based on the fully matched criteria
3. Bidders has to obtain minimum marks in each of the mentioned criteria for the final qualification. Bidder does not qualify only by obtaining the total required marks for technical qualification.
4. Paper evaluation based on response
5. Arriving at the final score on technical proposal area of service wise
6. All bidders who qualify in the technical round are eligible for commercial round and are equal.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

- The technical marks cut – off (**TM-CO**) for opening of the commercial bid opening would be 70% (140 marks out of 200). Bidder should score qualifying marks in each section (as mentioned in the RFP) to qualify for the commercial round. SPs scoring below the same would not be considered for commercial bid opening.
- In the event only one Bidder submits the offer and/or qualifies technically the Bank will have the right to place the order with the single qualified bidder.
- In the event no Bidder technically qualifies (i.e. all are below 70%) then the bank may choose to select the bidder from top 3 highest scorers.

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

Bank may, at its sole discretion, decides 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

Commercial Bid Evaluation Criteria

Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring TM-CO (Technical Marking – Cut Off) or above in the technical evaluation will be short-listed for commercial evaluation.

The bidder quoting the least price amongst all the qualified bidders will be shortlisted.

- Bank reserves the right to negotiate the price with the finally short listed bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder, till the Least Price bidder declines to accept the offer.
- The Bank will apply the Technical Evaluation criteria as deemed fit for the purpose of evaluation in consultation with the Committee constituted for this purpose. The evaluation criteria as applied by the Bank will be final and binding and no SP will have the right to challenge or question the criteria applied by the Bank.

9. SLA MATRIX

Vendors need to strictly adhere to Service Level Agreements (SLA) computed on parameters as per industry best practice. Services delivered by vendor should comply with the SLA mentioned in the table below. SLA will be calculated on a monthly basis. SLA violation will attract penalties

#	Service Area	Acceptable Service Level	Penalty
1	SIEM Solution Uptime Uptime % calculated on monthly basis for SIEM. In case of any hardware problems, the Bidder should ensure that replacement devices are made available to meet the SLAs.	System Availability 99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
2	Security log monitoring(includes infrastructure assets) and Event Notification 24x7 monitoring of all in-scope devices	Notify critical events within 15 minutes of the event identification. 99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

		Notify High priority events within 30 minutes of the event identification. 99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
		Notify medium priority events within 60 minutes of the event identification. 99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
		Notify low priority events within 90 minutes of the event identification. 99.9 % and above	
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
3	Incident response and resolution	Critical: Update should be provided at the minimum of once in every 30 mins along with action plan/ mitigation steps till the closure of the incident. Critical incidents should be closed within 4 hours 99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

	Incident response and resolution	HIGH: Update should be provided at the minimum of once in every 1 hour along with action plan/ mitigation steps till the closure of the incident. High Priority incident should be closed within 8 hours 99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
	Incident response and resolution	Medium: Update should be provided at the minimum of once in every 4 hour along with action plan/ mitigation steps till the closure of the incident Medium priority incidents should be closed within 24 hours 99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
	Incident response and resolution	Low: Update should be provided at the minimum of once in every 8 hours along with action plan/ mitigation steps till the closure of the incident. Low priority incident should be closed with 48 hours 99.9 % and above	
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
4	Reporting and Dashboard compliance Periodic reports to be provided as per requirements in SoC Deliverables.	99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

	Daily Reports: Next Working Day by 12 PM Weekly Reports: Monday 12 PM Monthly Reports: By 5 th day of every month (n) for 1 st day of (n-1) month to last day of (n-1) month Quarterly reports by 5 th day of every quarter end Ad hoc reports : Detailed RCAs for security incidents	90% to 94.99%	5 % of monthly payment
5	Security Intelligence Advisories within 24 hours of vulnerability disclosure/global threat detection for each security device/solution	Missing to provide 5 intelligence feeds	NA
		Missing to provide 10 intelligence feeds	2 % of monthly payment
		Missing to provide 15 intelligence feeds	3 % of monthly payment
		Missing to provide 20 intelligence feeds	5 % of monthly payment
6	Availability of minimum manpower as per this RFP and add changes agreed from time to time	99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment

The total penalty will be an aggregation of the penalties of each of the slabs of the SLA mentioned in the above table

*Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM***ANNEXURE****Annexure 1****Table 1**

Assets to be integrated for SoC Monitoring

Sr. No	Device type	DC	DR
1	Firewalls	20	16
2	Routers	20	9
3	IPS/IDS/HIPS	8	6
4	Access Control Devices	1	1
5	Antivirus	5	7
6	Mail Messaging System	10	3
7	Load Balancers	10	8
8	Application Optimizer	8	3
9	PIM	4	2
10	DLP (NW)	4	4
11	ePO + Host DLP	1	1
12	DAM	2	2
13	Web reporter	1	1
14	Web Proxy Gateway	6	5
15	Directory Services (AD+DNS)	6	6
16	Biometric Application	5	5
17	Audit Vault	1	1
18	SCCM	4	1
19	SCOM	3	
20	EMS Server	6	6
21	OS - Win 2K3,8,12,Solaris,Linux,Suse	248	101
22	Database : Oracle,MSSQL,MySQL, DB2,Postgres	95	55
23	Banking Applications	40	40
24	Other In-house Applications	10	7
		518	290

Note : During the course of the contract period of five years, there may be an increase of around 30 percent (as a whole) of above items. Bank will not pay any additional charges to integrate such devices. If number of devices increases more than 30 percent, payment will be made for such integrations (for devices over and above 30 percent) as per the agreed rates.

*Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM***Table B****Security solutions to be integrated with SIEM, but not limited to**

S. No.	Key Solutions
1	WAF Web Application Firewall
2	NAC Network Access Control
3	Mobile Device Management
4	Firewall Analyzer
5	Anti- APT Solution
6	Host Based Intrusion Prevention System (HIPS)
7	DRM (Digital Rights Management System)
8	Take Down Service
9	Brand Protection
10	Website Monitoring Service against Defacement
11	Anti-Phishing Service
12	Packet Analysis
13	Governance Risk and Compliance (GRC)
14	Vulnerability Management
15	End Point Protection

Note: This inventory could change depending upon installation of new systems and components based on bank's requirements, during the course of the period of assignment. The vendor chosen shall, however, undertake to support / such new additions to the infrastructure also.

Annexure 2

NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this ____ day of _____ 2017.

BETWEEN

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

AND

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

and CBI are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

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

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

1. Confidential Information: “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than

the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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

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

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

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

9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

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

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

For and on behalf of

Name of Authorized signatory:

Designation:

**For and on behalf of
CENTRAL BANK OF INDIA**

**Name of Authorized signatory:
Designation:**

PERFORMANCE BANK GUARANTEE

TO,

**CENTRAL BANK OF INDIA
CHANDRAMUKHI BUILDING
NARIMAN POINT
MUMBAI**

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Bank”) having agreed to purchase ----- (hereinafter referred to as “Goods”) from M/s ----- (hereinafter referred to as “Vendor”) on the terms and conditions contained in their agreement/purchase order No----- dt.--- (hereinafter referred to as the “Contract”) subject to

the Vendor furnishing a Bank Guarantee to the Bank as to the due performance of the-----, as per the terms and conditions duly stipulated in the aforesaid contract, to be supplied by the Vendor and also guaranteeing the maintenance, by the Vendor, -----as per the terms and conditions of the said contract;

1) We, ----- (detail address of Guarantor Bank) (hereinafter called “Guarantor Bank”), in consideration of the premises and at the request of the Vendor, do hereby guarantee and undertake to pay to the Bank, forthwith and immediate on mere written demand and without any demur, at any time within the validity date up to ----- any money or moneys not exceeding a total sum of Rs----- (Rupees-----only) as may be claimed by the Bank to be due from the Vendor by way of loss or damage caused to or would be caused to or suffered by the Bank by reason of failure of Performance ----- as per the said contract, and also failure of the Vendor to maintain the ----- as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the Bank as to whether Vendor has failed to perform as per the Terms and conditions of the said contract, and also as to whether the Vendor has failed to maintain the ----- as per the terms and conditions of the said contract will be final and binding on the Guarantor Bank and the Guarantor Bank shall not be entitled to ask the Bank to establish its claim or claims under this Guarantee but shall pay the Guarantee amount to the Bank forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the Vendor. Any such demand made by the Bank on the Guarantor Bank shall be conclusive and binding notwithstanding :-

- i) Any dispute that might have cropped up between the Bank and the vendor, or
- ii) Any dispute might have been pending, between the Bank and the vendor, before any court, Tribunal, Arbitrator or any other authority or
- iii) Any variation of the contract or any other act, omission or promise made by the Bank and agreed by the Bank and the Vendor, the effect of which, is the discharge of the Guarantor Bank.

3) This Guarantee shall expire on -----; without prejudice to the Bank’s claim or claims demanded from or otherwise notified to the Guarantor Bank in writing on or before the said date i.e. - (this date should be date of expiry of Guarantee).

4) The Guarantor Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Bank in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the Bank under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the Bank certifies that the terms and conditions of the said contract have been fully carried out by the Vendor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Vendor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Guarantor Bank agrees with the Bank that the Vendor shall have the fullest liberty without affecting in any manner the Guarantor Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Bank against the Vendor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Guarantor Bank shall not be released from its liability for the reasons of any such extensions being granted to the Vendor for any forbearance, act or omission on the part of the Bank or any other indulgence shown by the Bank or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Guarantor Bank.

7) The Guarantee shall not be affected by any change in the constitution of the Vendor or the Guarantor Bank nor shall it be affected by any change in the constitution of the Bank by any amalgamation or absorption or with the Vendor, Guarantor Bank or the Bank, but Guarantor Bank will ensure that this guarantee shall be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by Guarantor Bank (whether singly or jointly with other banks) on behalf of the Vendor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we the Guarantor Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the Vendor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) The expression "Bank", "Guarantor Bank" and "Vendor" hereinbefore used shall include their respective successors and assigns.

11) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----only);
- ii) This Bank Guarantee shall be valid up to -----; and

Request for Proposal for Setting Up a Security Operations Center (SoC), SIEM

- iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----(date of expiry of Guarantee).

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

Date this ----- day of ----- 2017 at Mumbai.

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

sd/- -----

1. Service Providers are required to provide printed technical documentation and CD for the items listed in Table below.
2. Availability of adequate, correct and relevant technical documentation is essential for evaluation of any offer.
3. Service Providers are requested to provide original copies of the documentation. In case the original copies are not available, Service Providers can provide clear readable photocopies.
4. Mark the column "Documentation Provided" with Tick mark () or Cross (), as appropriate.
5. Service Provider may add any other documentation, which will support their offer

Sl No.	Items	Details	Documentation provided (Y/N)
1	Details of Software used for SIEM solution		
2	Details of Hardware used for SIEM solution		
3	Details of tools used for log monitoring		
4	Details of tools used for banking security management		
5	Details of Software/ Hardware used for Incident Management		
6	Details of Security Dash Board		
7	Details of Security Analytics / Intelligence tools		
8	Details of Key personnel responsible to provide these services, with brief profile		

~~ End of document ~~