



BID DOCUMENT

FOR

Identification of a Service Provider for conducting Red Team Exercise in order to assess Bank's defensive, detection and response capabilities in the event of a cyber security incident and to identify the vulnerabilities and subsequent business risk due to cyber incidents

Ref: CO:ITD:774/R1:2018-19 Date: 21/03/2019

Last Date for Submission of Bid: 12.04.2019 (03.00 PM)

**Indian Bank
Information Technology Department
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014**



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Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019****SECTION – I****INVITATION FOR BIDS (IFB)**

1. Indian Bank is a premier Nationalised Bank with over 2850 Branches and having a business of over Rs. 3,70,000 crores. The Bank had been a forerunner in absorption of technology and has many firsts to its credit in implementation of IT in banking. The Bank has overseas presence through one Branch each in Singapore, Colombo & Jaffna and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has introduced Debit Cards, Credit Cards and Exclusive Credit Card "Bharat Card" for common man – first of its kind in the Banking industry. Banking services are offered through multiple delivery channels like ATM, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments.
2. Bank invites sealed bids for Identification of a Service Provider for conducting Red Team Exercise in order to assess Bank's defensive, detection and response capabilities in the event of a cyber security incident and to identify the vulnerabilities and subsequent business risk due to cyber incidents. Part-I of the bid document will consist of technical and other details and should be submitted manually and Part II will be through Online Reverse Auction process.
3. If required, you may obtain further information from Indian Bank, at the address given below from 10.00 to 17.00 hours on all working days.
4. The address for communication is :-

**Assistant General Manager
Indian Bank, Head Office,
Information Technology Department
66, Rajaji Salai,
Chennai, Pin 600 001, India.
Phone: 044 -2526 9717/**

**E-Mail- krishna.cp@indianbank.co.in
skkarna55966@indianbank.co.in
latha.r@indianbank.co.in**

Bids must be delivered to the address given below, on or before 03.00 P.M. on 12.04.2019 and must be accompanied by a Bid Security of INR 3,50,000/- (Rupees Three Lakhs and Fifty Thousand only) and a bid fee of INR 5,000/- as Demand Draft in favour of Indian Bank payable at Chennai for (non-refundable). Bid submitted without the Bid Fee and Bid Security will not be considered:

**Chief Manager, Indian Bank, Corporate Office
Expenditure Department, First Floor
254-260 Avvai Shanmugam Salai,
Royapettah, Chennai, Pin 600 014, India.**

Late bids will summarily be rejected. Part I of the bid (consisting of specification as per Annexure I, bid form, bid security form, manufacturer's authorisation form, qualification criteria, service support details and undertaking of authenticity for servers and other



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hardware/software) will be opened by the bank at 03.30 P.M. on 12.04.2019 at Indian Bank Corporate Office.

You may send your representative to participate in the bid opening process. After technical evaluation, only the eligible bidders will be communicated of the date and time of online reverse auction process, business rules for the auction and the details of the agency who shall conduct the reverse auction.

5. PRE-BID MEETING

- a. A pre-bid meeting is scheduled to be held at the following address at **11:30** hours IST on 27/03/2019. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

Information Technology Department
Indian Bank Head Office
2nd Floor, 66, Rajaji Salai, Chennai – 600 001.
Phone: 044-25269819/25279831

Contact Persons:

Mr. Krishna Chandra Prasad, Senior Manager
Ms. R Latha, Senior Manager

- b. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the cost of bid document i.e. Rs.5,000/- (Rupees Five thousand only, non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. **Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part I).**

- c. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

- d. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids.

E-Mail- krishna.cp@indianbank.co.in
skkarna55966@indianbank.co.in
latha.r@indianbank.co.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to the bidders who have raised queries in writing.

6. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:

- a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote



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their price within the price band of L1+15% and agree to bring down their price to L1 price.

- b.** If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.
 - c.** In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
 - d.** Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
 - e.** Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
 - f.** MSEs are also exempted from payment of cost of bid documents and submission of bid security.
 - g.** To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - h.** Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
7. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
8. This RFQ is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.



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SECTION – II**INSTRUCTIONS TO BIDDERS****1. Introduction:**

The bidder is expected to read the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

2. Amendment of bidding documents

2.1 At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder/s, may modify the bidding document by amendment/s.

2.2 All prospective bidders may check bank's website for amendment/s and it will be binding on them.

3. Documents constituting the bid

3.1 The part-I of the bid prepared by the bidder shall comprise the following components:

a) Technical bid

The bidder shall furnish as part of their bid, documents establishing the bidder's eligibility to bid and their qualifications to perform the contract, if their bid is accepted.

As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

The documentary evidence of the bidder's qualifications to perform the contract if their bid is accepted shall be established to the bank's satisfaction:

i.that, the bidder has the financial and technical capability necessary to perform the contract;

ii.that, the bidder meets the qualification requirements.

b) A bid form of the bid document as per format enclosed.

c) Bid security (Earnest Money Deposit)

d) Other documents as mentioned in checklist.

The bank may, at its discretion, reject any bid document not accompanied by the above.

4. Documents establishing goods' conformity to bidding documents

4.1 The bidder shall furnish, as part I of their bid, documents establishing conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the Contract.



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4.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- a. A detailed description of essential technical and performance characteristics of the goods;
- b. An item-by-item commentary of the purchaser's technical specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

5. Cost of Bid:

The RFP documents are made available in our Bank's website (www.indianbank.in) and can be downloaded from the website. Demand draft for Rs.5,000/- (Rupees five thousand only) drawn in favour of Indian Bank, payable at Chennai should be handed over to the Bank towards cost of bid along with other bid documents and GSTIN details of the bidder. Cost of bid is non-refundable.

6. Bid Security (Earnest Money Deposit)

6.1 The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank or foreign bank located in India, in the form provided in the bidding documents for a sum of Rs.3,50,000/- (Rupees Three lakhs and Fifty Thousand only) and valid for forty five days (45) days after the validity of the bid (i.e. Bid validity 90 days + 45 days = 135 days from the last date for submission of bid). Bank may seek extension of Bank Guarantee, if required.

6.2 Unsuccessful Bidders' bid security will be discharged or returned after completion of purchase process.

6.3 The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.

6.4 The bidder will forfeit the bid security,

- a. if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or

- b. In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time of 15 days, or to furnish performance security.

7. Period of validity of bids

Bids shall remain valid for the period of 90 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bank may seek extension of bid validity, if required.

8. Format and signing of bid

8.1 The person or persons signing the bid shall sign all pages of the bid document, except for un-amended printed literature.



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8.2 Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the bid.

9. Sealing and marking of bids

9.1 The bidder shall seal the part I of the bid in separate envelope, duly marking the envelope as "Request For Proposal For conducting Red Team Exercise in order to assess our Bank's defensive, detection and response capabilities in the event of a cyber security incident and to identify the vulnerabilities and subsequent business risk due to cyber incidents- PART I – Technical"

9.2 The envelope shall:

- a. be addressed to the bank at the address given below;

Chief Manager,
Indian Bank, Corporate Office,
Expenditure Department,
254-260 Avvai Shanmugam Salai
Royapettah, Chennai, PIN 600 014, India.

- b. bear the project name and a statement: "DO NOT OPEN BEFORE_____", to be completed with the time and the date specified below.

10. Deadline for submission of Bids

10.1 Deadline for bid submission is 12.04.2019, 03.00 P.M. The bid document along with required enclosures should be submitted at the place mentioned in clause No.9.2 either in person or it can be sent by post but it should reach the concerned officer on or before 3.00 P.M. on 12.04.2019.

10.2 In the event of the specified date for the submission of bids, being declared a holiday for the bank, the bids will be received up to the appointed time on the next working day.

10.3 The bank may, at its discretion, extend this deadline for the submission of bids by amending the bid documents, in which case all rights and obligations of the bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

10.4 Any bid received by the bank after the deadline for submission of bids prescribed by the bank will summarily be rejected and returned unopened to the bidder.

11. Opening of bids by bank

11.1 The bids (PART-I) will be opened in the presence of bidders' representatives.

11.2 The bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the bidder.

11.3 The technically qualified bidders will be intimated to participate in the Online reverse auction process (PART II), to identify Lowest Quoted (L1) bidder. Online reverse auction procedures and timings will be informed separately. Technically qualified bidders will be



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informed the modus operandi for this purpose and bidders will have to abide by the e-business rules.

12. Clarification of bids

During evaluation of the bids, the bank may, at its discretion, seek clarification from the bidder/s. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted.

13. Evaluation Criteria**13.1 General Evaluation**

- a) The Bank will examine the quote to determine whether they are complete, whether the documents have been properly signed and whether the quote is generally in order.
- b) The bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- c) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of quote documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.

12.2 Technical Evaluation

- a) The Bidder should satisfy all the qualification criteria mentioned in Section V of this bid.
- b) The hardware and software offered should meet all the technical specifications as stipulated in the bid.

12.3 Commercial Evaluation

- a) Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 (Lowest) bidder for awarding contract.
- b) The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, warranty, installation charges but exclusive of taxes only of the goods offered etc.

14. Bank's right to accept any bid and to reject any or all bids

The bank reserves the right to accept or reject any bid; annul the bidding process and reject all bid(s) at any time prior to awarding contract, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders.

15. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 (Lowest) vendor, if the price quoted is found unreasonable or in any exceptional circumstances

16. Other Terms and Conditions

The cost of preparing the proposal including visit / visits to the bank is not reimbursable.

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- ii. The bank is not bound to accept any of the proposals submitted and the bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason there for.
- iii. All pages of the bid document, clarifications/amendments if any should be signed by the authorised signatory and kept with Part-I. A certificate to the effect that the authorised signatory has authority to bind the company should also be attached along with the part-I.



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SECTION – III – CONDITIONS OF CONTRACT

1. USE OF CONTRACT DOCUMENTS AND INFORMATION;

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

1.2 The Successful bidder shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.

2. INTELLECTUAL PROPERTY RIGHTS

The vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of Intellectual Property Rights. In case of violation/ infringement IPR, the successful bidder shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

3. PERFORMANCE SECURITY

Within fifteen (15) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, for 10% of the amount of contract value valid for a period of thirty (30) months, in the form of a Bank Guarantee in the format provided in Section VI

The performance security submitted by the Successful bidder shall be invoked by the Bank as compensation for any loss resulting from the Successful bidder's failure in completing their obligations under the Contract.

Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract, including any warranty obligations.

4. DELIVERY SCHEDULE

Bidder shall be responsible for providing the required number of personnel for conducting the red team exercise within 2 weeks from the date of acceptance of the purchase order. The red team assessment test along with reports should be completed within 2 months of vetting of the scenarios by the Bank.

5. Liquidated Damages:

For any delay in conducting the red team exercise beyond the agreed dates, Bank reserves the right to charge Liquidated Damages (LD) as detailed below:

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Liquidated Damages at 0.5% of the invoice price of the solution/services will be charged for every week's delay in the performance of the services beyond the specified performance period of each service subject to a maximum of 10% of the total contract value of that service. The Bank reserves the right to recover the amount by any mode such as adjusting from any payments to be made by the Bank to the successful bidder and invoking the Bank Guarantee.

6. Payment Terms:

The payment terms will be as follows: Half-yearly in arrears, on successful completion of the exercise pertaining to that half-year.

The bidder should provide detailed test reports covering the following aspects at minimum Executive summary, Test methodology, Observations, Findings and Recommendations. These reports must be submitted prior to submission of the invoice. Subject to fulfilling this condition, payment will be made within 30 days from the date of receipt of the concerned invoice and other supporting documents.

Documents Prepared by the Successful Bidder for this purpose to be the Property of the Bank:

All documents submitted by the bidder shall become and remain the property of the Bank and the bidder shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof. The bidder may retain a copy of such documents. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Bank.

Invoices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable and subject to deduction of all statutory deductions applicable if any at rates applicable at the time of invoicing. The benefits realized by the successful bidder due to lower rates of taxes, duties, charges and levies shall be passed on to the Purchaser. Invoices must be raised separately as per above mentioned line items.

Prices payable to the Successful bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract.

The Successful bidder will have to submit signed copy of the documents at our office along with request letter for payment.

Bank will release the payment within 30 days of receipt of the undisputed invoice, after deduction of any charges such as penalties, liquidated damages, etc. No advance payments will be made. The successful bidder should cover the entire scope including deliverables as mentioned in this RFP.

Payment shall be made directly into the Successful bidder's bank account. The Successful bidder has to share its bank account details for payment.

The invoice should not contain any conditions which are contrary to the terms of the contract.

The payment will be released subject to deductions on account of liquidated damages, if any.



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Performance of Services shall be made by the Successful bidder in accordance with the time set out in the Contract.

If at any time during performance of the Contract, the successful bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the Systems and/or performance of Services, the successful bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). After receipt of the Successful bidder's notice, the Purchaser shall evaluate the situation and may at its discretion extend the successful bidder's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.

A delay by the successful bidder in the performance of its delivery obligations due to reasons solely and directly attributable to the successful bidder alone and that was in no way contributed to by any act or omission of the Purchaser or any event of force majeure shall render the successful bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

8. SERVICE LEVEL AGREEMENT (SLA)

The responsibilities and targets mentioned above are only indicative and the Bank reserves the right to revise the SLA.

The successful bidder has to enter into a Service Level Agreement with the Bank which includes the detailed scope of work and technical requirements, service levels in principle with the RFP tender document terms. The same has to be executed on INR 100 Stamp Paper. SLA will be reviewed on a quarterly basis. SLA violation will attract penalties. Service Level Agreements will be as per format prescribed by the Bank.

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet the delivery dates/time, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder's performance.

The Bank will consider the inability of the successful bidder to perform the services within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the successful bidder.

Notwithstanding the Purchaser's right to cancel the order, Liquidated Damages at 0.5% of the invoice price of the solution/services will be charged for every week's delay in the performance of the services beyond the specified performance period of each service subject to a maximum of 10% of the total contract value of that service. The Bank reserves the right to recover the amount by any mode such as adjusting from any payments to be made by the Bank to the successful bidder and invoking the Bank Guarantee.

The liquidated damages represent an estimate of the loss or damage that the Bank might have suffered due to delay in performance of the obligation by the successful bidder. Part of week will be treated as a week for this purpose.

Penalties will be calculated as per the SLA specified in the RFP.

9. NEGOTIATION:

Under exceptional circumstances, Bank reserves the right to negotiate with the L1 bidder on the price offered.

10. IMPLEMENTATION SERVICES

The successful bidder shall provide all Services specified hereunder and in the Technical and functional specifications in accordance with the highest standards of professional competence and integrity. If the purchaser finds that any of the staff of the supplier assigned to work at the purchaser site is not responsive then the successful bidder will be notified, the successful bidder should resolve the issue to the satisfaction of the purchaser.

11. INDEMNIFICATION

The Successful bidder shall, at its own expense, defend and indemnify the Purchaser against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the Products or any part thereof in the Purchaser's country.

The Successful bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Purchaser is required to pay compensation to a third party resulting from such infringement, the Successful bidder shall be fully responsible therefore, including all expenses and court and legal fees.

As a condition precedent to the foregoing, the Purchaser will give notice to the Successful bidder of any such proceedings or claim.

The Successful bidder shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the Purchaser shall provide the Successful bidder with the assistance, information, and authority reasonably necessary to perform the above and the Purchaser shall at no time admit to any liability for or express any intent to settle the claim.

If at the time of supplying the licenses, in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the successful bidder shall indemnify the Bank and keep it indemnified in that behalf to the fullest extent.

12. COVERAGE OF ALL BANKS UNDER THE EPF AND MP ACT 1952:

The successful bidder has to submit attendance, salary, appointment letters etc., of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF and MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted

13. TERMINATION FOR INSOLVENCY

If the successful bidder becomes Bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous action in consequence of debt; then the Purchaser may at any time terminate the contract by giving written notice to the Successful bidder.

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If the contract is terminated by the Purchaser in terms of this Clause, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

In case the termination occurs before implementation in all the locations in terms of this clause, the purchaser is entitled to make his claim to the extent of the amount already paid by the purchaser to the successful bidder.

14. TERMINATION FOR CONVENIENCE:

The Bank, by 30 days written notice sent to the successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

15. TERMINATION FOR DEFAULT:

The Bank, without prejudice to any other remedy for breach of contract, by 15 days written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part:

- a) if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b) if the successful bidder fails to perform any other obligation(s) under the Contract
- c) If the Successful bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

16. FORCE MAJEURE

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and 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 beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

17. SETTLEMENT OF DISPUTES:

1. If any dispute or difference of any kind whatsoever shall arise between the Bank and the successful bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

2. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the successful bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration subject to Settlement of Disputes, Para-XII, Clause-5 hereinafter mentioned. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Bank and a domestic Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, which appointment shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Successful bidder and the Bank, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

4. Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) The Bank shall pay the successful bidder any monies due to the successful bidder



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5. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal/ other legal recourse.

18. JURISDICTION:

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai

19. NOTICES

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above. A notice shall be effective when delivered or on the notice's effective date.

20. CONFIDENTIALITY

The Company and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

21. IT ACT 2000

The Licenses provided as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

22. LIMITATION OF LIABILITY

The Purchaser acknowledges that no promise, representation, warranty or undertaking has been or will be made or given by the Successful bidder or any person on behalf of the Successful bidder in relation to the Support Services, the Systems or this Agreement including the quality of the support Services or any goods supplied. The Purchaser has relied upon its own skill and judgment in opting for these services.

Save where herein expressly provided, all whatsoever other warranties implied by law are hereby excluded.

23. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services. Self-Declaration to this effect should be submitted along with the bid.

24. INFORMATION SYSTEM SERVICE AND SUPPORT

The successful bidder is obliged to provide maintenance and support services on 24 X 7 basis, as per the terms of this contract, during the contract period of two years.



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The successful bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

26. COMPLIANCE WITH IS SECURITY POLICY:

The successful bidder shall have to comply with Bank's IT/IS/Cyber Security Policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder.

27. SUBCONTRACTING:

As per the scope of the RFP, subcontracting is prohibited.

28. ACCEPTANCE OF PURCHASE ORDER AND CONTRACT FORM:

(a) ACCEPTANCE OF PURCHASE ORDER: Purchase Order (PO) should be accepted by the Successful Bidder within one week or such extended time in writing as may be permitted by the Bank at its discretion from the date of PO.

(b) SIGNING OF CONTRACT: Within 15 (fifteen) days of acceptance of Purchase Order, the successful Bidder shall sign and date the Contract and return it to the Bank. A separate Non disclosure Agreement and SLA shall also be entered into between the Bank and the successful Bidder along with the signing of contract.

Details of background check conducted for your staff provided for onsite support, their KYC details have to be shared with the Bank.



SECTION IV**I. SCOPE OF WORK:–****Successful bidder Responsibilities:****Functioning of Red Team:**

Basically the Red Team exercise shall cover the following minimum activities as part of the scope of the exercise:

- **Physical Security**
 - Perimeter Security Testing
 - Alarm Response Testing
 - Location Review
 - Access Control Testing
 - Physical Intrusion
- **Security Operations Centre Assessment**
 - PIM bypass
 - DAM bypass
 - SIEM mis-configuration
- **Incident Response Maturity**
 - Table Top Simulation
 - Attack Simulation
- **User awareness against social engineering**
 - Phishing
 - Vishing
 - SMSing
 - USB Drop exercise
 - Through Social Media
- **Network Security Testing**
 - Router Testing
 - Perimeter/Endpoint Security Testing
 - Firewall Testing
 - Host testing
 - Port scanning and system identification
 - Trusted System testing
 - Password Cracking
 - Malware Defense Capability Testing
 - Authentication/ Identity Management Testing
 - DC, DR & DMZ Assessment
 - Document Grinding

The basic aim is to reveal real world opportunities for malicious insiders or bad actors to be able to compromise all aspects of organisation in such a way that allows for unauthorised access to sensitive information leading up to data breaches and full

system/network compromise. The successful bidder shall perform the following activities broadly:

1. The successful bidder shall conduct red team exercise to focus on giving the bank's security teams a practical experience combating real cyber-attacks to simulate the tools, tactics and procedures (TTPs) of real world attackers that target our environment, while avoiding business damaging tactics.
2. Red team is required to identify exploitable security flaws/gaps across an organisation's attack surface using a variety of composite attack vectors. This should include relationships between systems, software and people.
3. The red team exercise should involve the full attack lifecycle, from initial reconnaissance to mission completion. The objective is to test and validate the ability to detect malicious activity and evaluate the response to the detected events. The Red team exercise should provide an accurate situational awareness of the security posture of a given system/network.
4. Red team assessment test to obtain a realistic level of risk and vulnerabilities against
 - Technology - Networks, Applications, Routers, Switches, Appliances
 - People - Staff, Outsourced Vendor Personnel, Departments, business partners
 - Physical Facilities - Offices, Data Centres
5. Identifying vulnerability within the organization in physical, logical and social areas
6. External reconnaissance
7. Malware tests
8. Install external software
9. Changes to autostart locations
10. Evade proxy rules
11. Covert channel callbacks
12. Local privilege escalation
13. PowerShell attacks
14. Lateral network scans within subnets
15. Lateral network scans across subnets
16. Discover and access file shares
17. Horizontal brute force attacks
18. Brute force - Security appliances
19. Attempt to access - Remote branches
20. Attempt to access - DMZ
21. Attempt to access - Internal servers
22. Attempt to access - Core servers
23. Data exfiltration - Internal network
24. Data exfiltration - External network
25. Data exfiltration - Storage device
26. Report creation and submission
27. Conducting the cyber security readiness assessment for the bank to identify the existing vulnerabilities associated with the existing information security set up of the bank
28. Conducting social engineering attack (targeting employees through "Vishing") to assess the level of employee awareness in terms of cyber threats

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29. Testing the incident response mechanism of the bank to identify the capability of the bank in breach readiness and thus Improve the organizational incident handling and recovery mechanism to 'restore the business in time' at the time of real cyber-attack.
30. Utilizing the existing security flaws to gather more information, owning the system, network, application etc.
31. Conducting controlled exercise to challenge the existing defending control system to get inside the organization by physically/logically/social means.

The successful bidder is expected to develop a plan for conducting the red team exercises over the course of two years at one exercise per six months basis and effectively execute the plan. The necessary resources and tools to successfully execute the plan have to be provided by the vendor. Once the successful bidder has developed the attack scenarios and detailed the testing scope, the successful bidder is expected to document and agree upon the risks and mitigation measures and proceed with execution only after securing due signoff from the CISO.

The successful bidder is expected to provide detailed test reports covering the following aspects at minimum

- Executive summary
- Test methodology
- Observations
- Findings, Root causes
- Recommendations

Red Team exercise is a consultancy type of service where the successful bidder has to conduct the exercise, document the happenings and share the reports, providing the required number of their own personnel along with the required tools to conduct the red team exercise as per the scope of the RFP. Hence no hardware/software needs to be procured by the bank for availing Red Team exercise.

Committee concurs on the following:

- Conducting the exercise on half yearly basis for two years with the same service provider.
- After assessing the performance of the service provider, we may extend the service or select another service provider through open bid.

Systems presently prevailing in the Bank:

Networks - Bank has a WAN setup connecting all the branches and offices PAN India using MPLS, VSAT, etc. The routers and switches used are of standard OEM models. The main core banking application is "Bancs". SWIFT application is also used in our setup. Delivery channels like ATMs (Onsite & Offsite), Internet & Mobile Banking, RTGS, NEFT, UPI and Financial Inclusion also form part of the network.

People - Some of the IT operations are handled by Bank staff and some are outsourced to vendor personnel who are located in the premises within the Bank/Data Centre.

Physical Facilities - Bank's Data Centre is located at third party Data Centre provider location. Our main IT department is located at Head Office in our own premises. Various other departments are also located in our own premises.

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Date: 21/03/2019

II. TECHNICAL SPECIFICATIONS FOR RED TEAM ASSESSMENT:

Sl. No.	Service Description	Complied Yes/No	Bidder's offer/ deviations, if any
A	Team Member Requirements		
1	All team members should be certified by professional agencies like CISSP, CISA, and Renowned security professional organizations in India or abroad.		
2	At least one member should be a certified ethical hacker		
3	One member of the team should be certified in network technologies like Cisco or Juniper certified		
B	Network/Security Testing		
	<ul style="list-style-type: none"> ➤ Network surveying ➤ Port scanning ➤ System identification/OS finger printing ➤ Services identification ➤ Phishing ➤ Web and mobile applications testing ➤ Router testing ➤ Firewall testing ➤ Intrusion detection system testing ➤ Trusted systems testing ➤ Password cracking ➤ Malware defense capability testing ➤ Denial of service (DOS) testing ➤ Exploiting vulnerabilities remotely ➤ Authentication testing ➤ Identity management testing ➤ Authentication testing ➤ Input validation testing ➤ Custom exploit/script writing ➤ Document grinding (electronic dumpster diving) ➤ Any other testing method 		
C	Payment Delivery channels security		
	<ul style="list-style-type: none"> ➤ Micro ATM Devices ➤ M-POS devices ➤ POS devices ➤ ATM infrastructure and security assessments ➤ Debit/credit card ➤ Any other 		
D	Security Operations Centre Assessment		
	<ul style="list-style-type: none"> ➤ PIM Bypass ➤ DAM Bypass ➤ SIEM misconfiguration ➤ Any other 		
E	Incident response testing		
	<ul style="list-style-type: none"> ➤ Table top simulation ➤ Attack simulation 		

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	➤ Any other		
F	Physical security		
	<ul style="list-style-type: none"> ➤ Access controls testing ➤ Perimeter review ➤ Alarm response testing ➤ Location review ➤ Environment review ➤ Physical Intrusion ➤ Any other 		
G	User awareness against Social Engineering		
	<p>Human interactions typically gain unauthorized access to systems or information that may result in system or network intrusion or disruption.</p> <p>The common attack vectors include malicious emails, phone calls, removable media and physical penetration testing.</p> <ul style="list-style-type: none"> ■ External exposure of the Company ■ Effectiveness of security awareness efforts <ul style="list-style-type: none"> ○ USB drop exercise ○ Through social media ○ Phishing ○ Vishing ○ SMSing ○ Any other 		
H	Reporting requirements		
	<p>Executive summary report:</p> <p>An executive summary to summarise the scope, approach, findings and recommendations in a manner suitable for senior management. Preferable pdf format.</p>		
I	Technical report of red team attack phase		
	<p>The deliverables need to include an electronic report that includes several key components, but not limited to:</p> <ul style="list-style-type: none"> ➤ Scope ➤ Control framework (i.e OWASP, PCI, PTES, OSSTMM). ➤ Summary of open source intelligence (OSINT) gathered from internet and dark web ➤ Methodology and approach ➤ Target list created from OSINT ➤ Review of sensitive company data discovered on internet ➤ Tools and techniques used ➤ Results of the assessment (description, business impact, recommendation, evidence, references, CVSS, risk rating, etc.) 		

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	<ul style="list-style-type: none"> ➤ Detailed technical remediation steps – recommending Bank for overall implementation plan for remedial steps ➤ In addition to the electronic report, a raw file in comma-separated value (excel or CSV) format should also be provided in an effort to optimize the remediation and management of any identified findings. 		
J	Deliverables		
	<p>Findings are to be communicated effectively in a stakeholder meeting and typically presented in person. During this time, red team security consultants should walk through the report, in detail to ensure all findings and their corresponding description, risk rating, impact, likelihood, evidence and remediation steps are thoroughly understood. While this typically involves a single meeting, there is no limitation to that number. The key aspect should be that all information is clearly understood and that a roadmap towards remediation/mitigation is clear.</p> <p>After review, the successful bidder has to provide a confirmation to the bank that functioning of network system is in compliance with—</p> <p>Bank's IT Security Policy</p> <p>Bank's Cyber Security Policy</p> <p>RBI Information Security guidelines, Cert-In guidelines, any other legal requirements</p>		
K	Test Scenarios		
1	Minimum number of scenarios to be tested is 10. Atleast two scenarios should have all the three areas of operations namely Technology, People and Physical assets. The scenarios should be completed within the period of contract i.e 24 months. The scenarios being proposed for testing should be vetted by the Bank's IS Security/CISO before the actual assessment commences.		
2	The test scenarios should be able to identify physical, hardware, software and human vulnerabilities.		
	The assessment should be completed within stipulated time lines as per the scenarios selected and report submitted within 30 days of completion of assessment. Timelines will be mutually agreed based on test scenarios before the commencement of activity and the total time allocated per scenario is 2 months only.		
L	Tools and other software		

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1	The successful bidder to ensure that the tools or any software used for conducting the assessment is fully licensed and property of the successful bidder		
2	Any software or tool to be installed in any of the devices in Banks network or premises has to be done by the vendor by taking necessary permission and licenses, if any. The software or tools installed for the assessment have to be removed once the activity is over or the contract is terminated.		
3	If any hardware specific for conducting the assessment is required the same has to be provided by the vendor.		
M	Remediation and re-testing		
	Remediation re-testing to be provided at no additional cost.		
N	Other general requirements		
	<p>The successful bidder should benchmark the policies, procedures/processes, standards against the standards recommended by RBI and identify gaps. The successful bidder should report the areas where they have observed the bank to be non-compliant with the RBI guidelines.</p> <p>The outcomes of the overall exercise should enable the bank to:</p> <ul style="list-style-type: none"> ➤ Assess the effectiveness of its defences and incident response strategy whilst not limited to technical controls. ➤ Provide a real-world cyber war/training opportunity and defend against a live attack. ➤ Raise awareness of our security team's inherent strengths and weaknesses. This information will make informed decisions concerning our security strategy. ➤ Help the organization develop defences against Advanced Persistent Threats (APT). ➤ Test the effectiveness of our incident response plans and challenge our team's breach detection capabilities. ➤ Assist with identification of High Value Targets (HVTs) and weaknesses based on common methodologies. HVTs could be People, Systems, Processes, Technology. 		


Signature _____ Name _____ Designation _____

SECTION V

QUALIFICATION CRITERIA

S.No	Requirements	Documents to be submitted as proof
1	Bidder should be a Registered Company in India for the last five years.	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of commencement of business issued by the Registrar of Companies (For Public Limited Company).
2	The bidder should be a net profit making company and should have earned profits in the last three financial years as per the audited financial statements	Certified copies of audited financial statements (and annual reports, if applicable) for the last three financial years.
3	Bidder should have an average turnover of minimum of Rs.3.50 crores for the immediate past 3 financial years.	Certified copies of audited financial statements or certificate from Auditors providing the turnover details for the last two financial years.
4	The bidder and OEM should not have been blacklisted by IBA/RBI/Govt./Public Sector Undertakings during the last three years and the said disability should not be in force.	A self-declaration by the bidder and the OEM.
5	The bidder should have provided red team assessment test services to a minimum of 2 Banks/PSU/Govt. Organisations during the last five years (2013 to 2018)	Certified Xerox copies of purchase orders or letters issued by the organizations where the solution/services was provided.
6	The bidder should not be owned or controlled by any Director or employee (or relatives) of the Bank.	Self-declaration letter
7	The bidder Company should be a valid ISO 27001 certification holder Company.	Copy of the ISO 27001 certificate should be submitted along with the bid.

The eligibility will be seen based on the above criteria and the Bank has the right to reject responses not meeting the required Qualification criteria. Bids which are not meeting the above criteria will be liable for rejection.

The bidder should enclose proof in support of all eligibility criteria while submitting the bid proposal, failing which, the bid proposal will not be considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credential letters should be appropriately bound, labeled and segregated in the respective areas. Bank reserves the right to relax any of the above stipulations in deserving cases.



SECTION VI**BID FORM AND OTHER FORMATS****TABLE OF CONTENTS**

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Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019****SECTION – VI****1. BID FORM**

(Bidders are required to furnish the Form of Bid)

Date: _____

To

Indian Bank
Corporate Office,
Technology Management Department
254-260, Avvai Shanmugam Salai,
Royapettah.
Chennai 600 014, India.

Sub: Identification of a Service Provider for conducting Red Team Exercise in order to assess Bank's defensive, detection and response capabilities in the event of a cyber security incident and to identify the vulnerabilities and subsequent business risk due to cyber incidents.

Ref: CO:ITD:774/R1:2018-19 dated 21.03.2019.

Having examined the Bidding Documents including Agenda Nos. (Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and maintain..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to provide services in accordance with the delivery schedule specified in the RFP.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.



Ref: CO:ITD:774/R1:2018-19

Date: 21/03/2019

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated this day of 2019

.....

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email:



Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019****2. SELF DECLARATION – BLACKLISTING**

The Assistant General Manager
Information Technology Department
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: Identification of a Service Provider for conducting Red Team Exercise in order to assess Bank's defensive, detection and response capabilities in the event of a cyber security incident and to identify the vulnerabilities and subsequent business risk due to cyber incidents.

Ref: CO:ITD:774/R1:2018-19 dated 21.03.2019.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

Signature of Authorized Official**Name and Designation with Office Seal****Place:****Date:**

Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019****3. BID SECURITY FORM**

Whereas..... (Hereinafter called "the Bidder") who intends to submit bid for the supply of (name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (Name of Bank) of (Name of Country), having our registered office at (address of Bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

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

- (a) fails or refuses to execute the Contract Form if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than _____.

(Signature of the Authorised Official of Bank)

- NOTE:** 1. The bidder should ensure that the seal and Code No. of the signatory is put by the banker, before submission of the Bank Guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019****4. CONTRACT FORM**

THIS AGREEMENT made theday of.....201 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide RFP No. CO:ITD:774/R1:2018-19 dated 21/03/2019 for Red Team Assessment and has accepted a bid by the Supplier for the services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- I the Technical Specifications;
- (d) the Conditions of Contract;
- I the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

S. No.	BRIEF DESCRIPTION OF SERVICES	QUANTITY TO BE SUPPLIED	PRICE

Ref: CO:ITD:774/R1:2018-19

Date: 21/03/2019

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For Indian Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....



Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019****5. PERFORMANCE SECURITY FORM**

Bank Guarantee No. _____

Date _____ :

To :

INDIAN BANK, CHENNAI, INDIA.

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,..... to supply and maintain (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....201.....

Signature of Authorised Official with Seal
.....

Date.....201..

Address:.....
.....**NOTE :**

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 39 months and claim period is 1 month as per Clause 4(Performance Security) of condition of contract.



Ref: CO:ITD:774/R1:2018-19

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6. Details of Red Team Assessment services provided

S. No.	Order placed by	Order No. and Date	Assessment Start Date	Value of Order (Optional)	Date of completion of assessment		Remarks
	Full address of Purchaser				As per Contract	Actual	



Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019****7. NON DISCLOSURE AGREEMENT**

THIS AGREEMENT made and entered into aton this the.....day of.....201.. between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the " " which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and have been procuring computer systems and peripherals for its branches

M/s. Limited has been engaged in the business of supply and installation of computer systems including peripherals

The parties have entered into agreement dated _____ and established business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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 party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity



Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019**

other than persons in the direct employment of the Receiving Party who have a need to 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 non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. 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.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or 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.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or 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, note or modules thereof.



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Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

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 or thereafter may be obtained by such party is either granted or implied by the conveying of 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, abstracts, extracts, samples, note 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

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion 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 rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award



Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019**

passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

11. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

12. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

BANK

.....

M/s.

Ref: CO:ITD:774/R1:2018-19**Date: 21/03/2019****8. PART-II (Price Breakup to be submitted by the Successful Bidder after Online Reverse Auction)**

Date:

The Assistant General Manager
Indian Bank, CO: Information Technology Department
254-260 Avvai Shanmugam Salai
Royapettah, Chennai 600 014.

Dear Sir,

Sub: Identification of a Service Provider for conducting Red Team Exercise in order to assess Bank's defensive, detection and response capabilities in the event of a cyber security incident and to identify the vulnerabilities and subsequent business risk due to cyber incidents.

Ref: CO:ITD:774/R1:2018-19 dated 08.03.2019.

Further to online reverse auction conducted on _____, we submit hereunder the price breakup details of Red Team assessment as per the specifications.

S No.	Phase (six months)	Amount(₹)
1.	Phase I	
2.	Phase II	
3.	Phase III	
4.	Phase IV	
Total		

GRAND TOTAL PRICE IN WORDS: _____

Note: Price to include all duties, levies but exclusive of GST.

We submit that we shall abide by the details given above and the conditions given in your above tender.

Office Seal

Place:

Date:

Business Address:

For
(Authorized Signatory)

Name:

Designation:

Mobile No:

Telephone No:

Ref: CO:ITD:774/R1:2018-19
Date: 21/03/2019
9. CHECKLIST for Part – I

S. No.	Criteria	Documents are to be submitted along with bid
1	Bidder should be a Registered Company in India for the last five years.	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of commencement of business issued by the Registrar of Companies (For Public Limited Company).
2	The bidder should be a net profit making company and should have earned profits in the last three financial years as per the audited financial statements	Certified copies of audited financial statements (and annual reports, if applicable) for the last three financial years.
3	Bidder should have an average turnover of minimum of Rs.3.50 crores for the immediate past 3 financial years.	Certified copies of audited financial statements or certificate from Auditors providing the turnover details for the last two financial years.
4	The bidder and OEM should not have been blacklisted by IBA/RBI/Govt./Public Sector Undertakings during the last three years and the said disability should not be in force.	A self-declaration by the bidder and the OEM in the format given in format 2 of Section VI.
5	The bidder should have provided red team assessment test services to a minimum of 2 Banks/PSU/Govt. Organisations during the last five years (2013 to 2018)	Certified photo copies of purchase orders or letters issued by the organizations where the Solution/Services was provided.
6	The bidder should not be owned or controlled by any Director or employee (or relatives) of the Bank.	Self-declaration letter
7	The bidder Company should be a valid ISO 27001 certification holder Company.	Copy of the ISO 27001 certificate should be submitted along with the bid.
8	Bid Form	Bid Form signed by the Authorised Official of the Bidder as per format 1 of Section VI.
9	Technical Compliance	Compliance to be given as per Section IV
10	Bid Fee	Rs 2000/- in the form of Demand Draft.
11	Bid Security (Earnest Money Deposit)	Bank Guarantee of Rs.3,50,000/- as per format 3 of Section VI.



