



BID DOCUMENT

FOR

Procurement of DLP (Data Leak Prevention) Solution with required hardware / software at Data Centre (Chennai) and DR Site (Hyderabad) with 1 year warranty and 4 years support.

Ref: CO:ITD:25/R1:2019-20 Date: 10/04/2019

Last Date for Submission of Bid: 06/05/2019(03.00 PM)

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

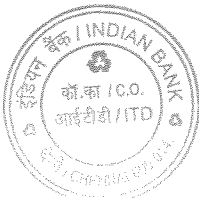
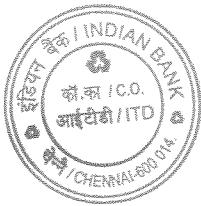


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Ref: CO:ITD:25/R1:2019-20**Date: 10/04/2019****SECTION – I****INVITATION FOR BIDS (IFB)**

1. Indian Bank is a premier Nationalised Bank with over 2850 Branches and having a business of over Rs.4,00,000 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. 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, POS machines 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 Procurement of DLP (Data Leak Prevention) Solution with required hardware / software at Data Centre (Chennai) and DR Site (Hyderabad) with 1 year warranty and 4 years support. 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 9719/ 2527 9831**

**E-Mail- atul.dabi@indianbank.co.in
krishna.cp@indianbank.co.in
skkarna55966@indianbank.co.in**

Bids must be delivered to the address given below, on or before 03.00 P.M. on 06/05/2019 and must be accompanied by a Bid Security of INR 30,00,000/- (Rupees Thirty Lakhs 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 hardware/software) will be opened by the bank at 03.30 P.M. on 06/05/2019 at Indian Bank Corporate Office.



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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 22/04/2019. 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
Mr. Atul Dabi, 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
atul.dabi@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 their price within the price band of L1+15% and agree to bring down their price to L1 price.



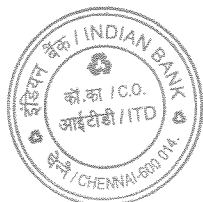
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- b.** If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.
 - c.** In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
 - d.** 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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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;

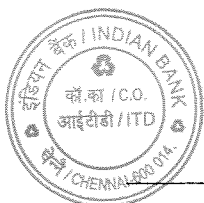
ii.that, the bidder meets the qualification requirements.

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.30,00,000/- (Rupees Thirty lakhs only) and valid for forty five days (45) days after the validity of the bid (i.e. Bid validity 120 days + 45 days = 165 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 120 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 Procurement of DLP (Data Leak Prevention) Solution with required hardware / software at Data Centre (Chennai) and DR Site (Hyderabad) with 1 year warranty and 4 years support – 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 06/05/2019, 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 06/05/2019.

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



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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

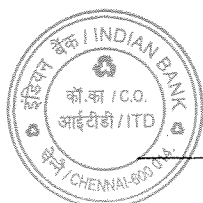
The bank reserves the right to accept or reject any bid; annul the bidding process and reject all bid(s) at any time prior to awarding contract, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders.

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

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



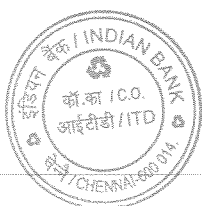
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- ii. The bank is not bound to accept any of the proposals submitted and the bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason there for.
- iii. All pages of the bid document, clarifications/amendments 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 Sixty Six (66) months with further One month claim period, 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.

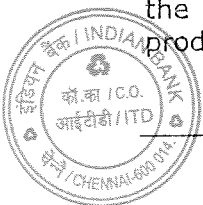
Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

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. Time frame for completion of activities :**4.1. Delivery**

The delivery of all hardware and software should be completed within eight weeks from the date of Purchase Order.

The Licenses entitlement of the Bank should be provided online in the software portal of the OEM. Copy of the same with signature of the company representative should be produced for making payment.



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4.2 Implementation

Implementation of the solution has to be done within 3 months from the date of purchase order. The Centralised system should be delivered and installed at Chennai & Hyderabad. The Client software to be installed in all PC's by the bidder. The Web DLP solution should be installed at Chennai Indian Bank Corporate office/ Head Office and to be integrated with Bank's existing Proxy Servers.

5. Payment Terms:

5.1 Documents to be furnished at Destination Offices:

The following documents shall be furnished at destination offices:

1. Supplier's Original Invoice showing order number, goods description, quantity, unit price, total amount.
2. Delivery Note / challan showing the full details of the consignment.
3. A copy of Transit insurance certificate and storage cum erection policy.
4. Manufacturer's / Supplier's Warranty certificate.

5.2. The payment terms will be as follows:

Payment for the supply of required Hardware, Software, Design, Installation and Implementation is as follows:

After BOM/POST verification of delivered Hardware and Software.	30%
Installation & Configuration and Testing of 10 Clients on Web and Endpoint.	40%
Implementation closure including integration with existing devices and applications, also with and solutions procured in this RFP, making the device/solution operational (as per Purchaser's scope), UAT, and receiving sign off from the Purchaser.	20%
3 months post sign off.	10%
For AMC/Software subscription, subsequent Payment will be made in every 6 months in arrears.	

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

6. Liquidity damages :

The Bank will consider the inability of the vendor to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the vendor. 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 delivery/installation and implementation of the solution beyond the specified delivery/commission period of each solution subject to a



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maximum of 10% of the total contract value of that solution/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 vendor and invoking the Bank Guarantee. Part of week will be construed as one week for this purpose. LD will be applicable for both delivery as well as implementation.

7. Warranty :

The supplier undertakes that warranty support of 1 year shall start after the Solutions with software and hardware have been installed at the final destination indicated in the contract and from the date of sign off of the respective solutions and subject to following conditions:

- The deliverables supplied is complete in all respects as per the specifications responded in the bid.
- The deliverables are verified for its correctness and in case of any error(s) the same shall be rectified immediately or replaced.
- The supplier / OEM accepts responsibility for the successful integration and interoperability of all proposed products / deliverables as required by the Bidding Documents.
- All the deliverables offered, whether belonging to the bidder or any third party operate effectively and the Bidder is willing to accept responsibility for its successful operation.

The Supplier warrants, for the duration of the Warranty Period commencing from the date of implementation at all sites, that all the deliverables supplied under this Contract shall have no critical defect arising from design or from any act or omission of the Supplier that may develop under normal use of the deliverables.

The Purchaser shall promptly inform the Supplier of any claims arising during the warranty and the Supplier shall, within the warranty period and with all reasonable speed rectify the mistake without costs to the Purchaser.

If the Supplier, having been notified, fails to remedy the defect(s) falling within the warranty obligations, the Purchaser may proceed to take such reasonable remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

The Supplier warrants that there is no intention of discontinuing development / upgradation of the Products to be supplied under the Contract without written notification to the Purchaser. However, the products supplied will be continued to be supported as per the terms of contract.

During the Warranty Period, the Supplier shall provide and arrange for installation at no additional cost to the Purchaser all Product and documentation updates and new software version releases.

The Supplier hereby represents and warrants that the deliverables as delivered does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights, or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses and other transfers of Intellectual Property Rights and the warranties set forth in the Contract and for the Purchaser exclusively to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used.

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Without prejudice to the warranties given for individual Products or Services, the Supplier hereby warrants to the Purchaser that,

- a) The Systems represent a complete, integrated solution to the Purchaser's requirements as set forth in the Technical/Functional Specifications and will provide the functionality and performance set forth therein. The Supplier shall accept responsibility for the successful interoperation and integration in accordance with the requirements of the Technical / Functional Specifications, of all Products provided under the Contract; The supplier is responsible for ensuring that the operations of the deliverables conform to the requirements and the specifications.
- b) The Systems' specifications, capabilities and performance characteristics are as stated in the Supplier's Bid and Product documentation.
- c) The Supplier shall offer all possible assistance to the Purchaser to seek warranty services or remedial action from subcontracted third producers or licensors of Products included in the Systems. The Supplier shall make all reasonable and necessary efforts to correct defects in the Systems that constitute significant deviations from the Technical Specifications and/or Supplier performance claims.

8. Support :

- a) After the expiry of comprehensive warranty period of 1 year, the bidder should provide 4 years comprehensive support including software subscription.
- b) The vendor shall ensure that the type of support / maintenance services extended during the support period, after the initial comprehensive onsite warranty period is similar to the one extended during the warranty period.

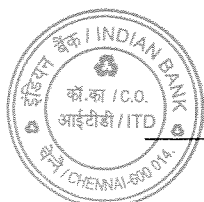
9. SERVICE LEVEL AGREEMENT (SLA)

The SLA specifies the expected levels of service to be provided by the Bidder to the Bank. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Bidder are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. The Bank and Bidder. The Bidder shall monitor and maintain the stated service levels to provide quality service. Bidder to use automated tools to provide the SLA Reports. Bidder to provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

SLA Definitions

- "Availability" means the time for which the services and facilities are available for conducting operations on the solution including application and associated infrastructure.



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- Availability is defined as (%) =
$$\frac{(\text{Operation Hours} - \text{Downtime}) \times 100\%}{(\text{Operation Hours})}$$
- The operation hours are defined as 24 X 7 X 365.
- All the infrastructure of Data Center, Disaster Recovery site, Offices/Branches will be supported on operation hours.
- "Downtime" is the actual duration for which the system was not able to service the Bank, due to System or Infrastructure failure as defined by the Bank and agreed by the Bidder.
- "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of the Bank.
- "Incident" refers to any event / abnormalities in the functioning of the solution at Data Centre / DR Site, System or Application services.

Interpretation & General Instructions

1. Response time will be 4 hours and resolution time will be 8 hours from the logging of the call.
2. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Bidder is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.
3. A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.
4. Quarterly SLAs would be analysed. However, there would be month wise SLAs and all SLA targets have to be met on a monthly basis.
5. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Bidder for every quarter in the Bank suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to Bank shall contain the summary of all incidents reported and associated performance measurement for that period.
6. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.

Penalty on non-adherence to SLAs

During the term of the contract, the bidder will maintain the solution in perfect working order and condition and for this purpose will provide the following services.

S. No	Level of uptime per month DLP Solution	Penalty Charges
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1	99.50% and Above	NIL
2	95.00% and above but below 99.5%	1% of Support Cost and Subscription for one year for the solution.
3	85.00% and above but below 95.00%	3% of Support Cost and Subscription for one year for the solution.
4	70.00% and above but below 85.00%	5% of Support Cost and Subscription for one year for the solution.
5	Below 70.00%	10% of Support Cost and Subscription for one year for the solution.

- If a breach occurs due to failure of DLP solution, a penalty of Rs. 1000/- per event will be deducted.
- The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the Bank such as termination of contract, invoking performance guarantee and recovery of amount paid etc.

10. NEGOTIATION:

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

11. 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.

12. 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.

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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.

13. 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

14. 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.

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.

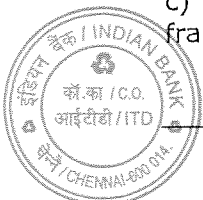
15. TERMINATION FOR CONVENIENCE:

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.

16. 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.



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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.

17. 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.

18. 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.



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

19. JURISDICTION:

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

20. 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.

21. CONFIDENTIALITY

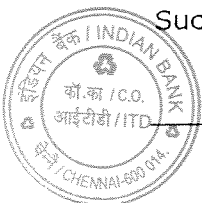
The Company and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

22. 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.

23. 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



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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.

24. 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.

25. TAXES AND DUTIES:

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. SUBCONTRACTING:

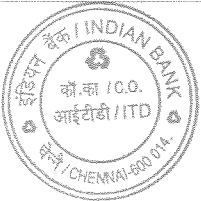
As per the scope of the RFP, subcontracting is prohibited.

27. 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.



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SECTION IV

SCHEDULE OF REQUIREMENT:

S.No.	Item Description	Quantity	Warranty (In year)	Support (In years)
1.	Endpoint DLP protection	21000	1	4*
2.	Web DLP protection	11000	1	4*
4.	Appliance/Hardware/Software for DLP solution	2 Set (1 Set at Data Centre (Chennai) & 1 at Disaster Recovery Site (Hyderabad))	1	4*

* Bank reserves its right to decide whether or not to enter into renewal for the DLP solution after the initial lock in period of 1 (One) year.

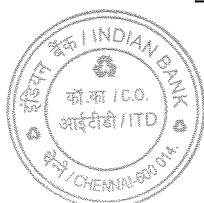
Note: Bank may purchase additional licenses with the same OEM for additional requirement. The successful bidder must provide configuration support including maintenance calls with the supplier for the same during the period of the contract.

A. Minimum Hardware requirements for DLP Solution:

The bidder should size the hardware based on the solution quoted.

S.no	Module Name	OS	CPU	RAM	Hard Disk	Qty.
1	DLP Management Server	Windows 64- bit 2016, Standard & Enterprise	Intel Xeon 2 CPUs with 04 cores (total 8 cores) each @ 2.5 GHz or higher	32 GB	500 GB usable space	1
2	DLP Log Database Server	Windows 64- bit 2016, Standard & Enterprise	Intel Xeon 2 CPUs with 8 cores each @ 2.5 GHz or higher	32 GB	1 TB disk space on dedicated high speed drives	1
3	DLP Server for Network discovery & incident risk rating	Windows 64- bit 2016, Standard & Enterprise	Intel Xeon 1 CPUs with 4 cores each @ 2.5 GHz or higher	32 GB	500 GB usable space	1

Make/ Model of the server to be quoted by the bidder.



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B. General Specification for DLP Solution :

S. No.	Minimum Requirement	Complied (Yes/No)
1.	The DLP solution should meet the requirements of the Incident Management Process established at Organization, which primarily includes enforcing Organization DLP Policy (Monitoring and Blocking), end - to - end DLP Incident Management, Process Governance, Incident Forensics & on Demand Reporting DLP Solution Capability.	
2.	Discovery, fingerprinting and indexing of Organization Data, classified as per Organization Classification Standard, including but not limited to Organization Customer's PII & SPII & Bank Confidential Data, placed anywhere at network, endpoint systems and web server.	
3.	The DLP Solution should have the ability to identify : <ul style="list-style-type: none"> • data-in-motion (traveling across the network) • data-in-use (being used at the endpoint). • data-at-rest (sitting idle in storage) 	
4.	The solution should have the ability to search for indexed content in forensic reporting based on : <ul style="list-style-type: none"> • Keywords, expressions, content patterns, document type (Word, Excel, ppt, notepad, etc.). • Location, system /device name, file name/owner. • Email and web attachments. based on specified sender/recipient • Applications, including Web applications 	
5.	The proposed solution should restrict access to sensitive data based on user roles.	
6.	The proposed solution should capture logs of data transfer through any medium like email, internet upload, USB transfer etc. At the same time intelligently co-relate and analyses these logs with previous user based attempts/ incidents and trigger alerts.	
7.	The proposed solution should be able to discover and identify sensitive information stored on endpoints, databases, file shares, SharePoint, SAN, NAS etc.	
8.	The solution should have integration with Microsoft Rights Management and Data Classification tools to enforce controls.	
9.	The DLP solution should provide both user and computer assigned policies based upon for a user's job role.	
10.	The proposed solution should restrict sensitive information from being printed.	
11.	The proposed DLP solution should be able to integrate with the SIEM solution for log analysis and provide identity analysis correlation.	
12.	Ability to integrate with threat intelligence for enterprises across all locations.	
13.	The solution should have a capability to capture and index all the traffic flowing out of the network.	
14.	The solution should be capable to identify and store data from all TCP Protocols including HTTP, HTTPS, SMTP, FTP	

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15.	The proposed solution should have the capability to analyze : <ul style="list-style-type: none"> file formats (.doc, .docx, .xls, .xlsx, .ppt, .pptx, .csv, .pdf, .xps etc) data in archival tools (.zip/.rar/.7z/.tar) encrypted data over web proxies data sent over email attachments of the email 	
16.	The solution should Detect keywords/patterns based on proximity to each other.	
17.	The solution should detect on full Boolean / Regular expressions for keywords and key phrases.	
18.	The solution should have a comprehensive list of pre-defined policies and templates to identify and classify information pertaining to Banking and Finance vertical and India IT act.	
19.	The solution should detect and validate a wide range of sensitive data types (e.g., SSNs, CCNs)	
20.	The solution should be able to enforce policies to detect data leaks.	
21.	The proposed Solution should be able to enforce policies for virtual desktops or thin clients.	
22.	The solution should be able to classify files as Encrypted based on file analysis.	
23.	The proposed solution should generate (exception) alerts and reports for contents that could not be decrypted for analysis as part of DLP solution.	
24.	The solution should fingerprint or register content in an automated way without manual intervention.	
25.	The solution should detect sensitive content from databases and transfer intelligence to Email and Web Monitoring solutions.	
26.	The solution should provide "Cloud Storage Applications" group which monitors sensitive content accessed by these cloud storage applications on the endpoint and prevent sensitive data from uploading to the cloud.	
27.	The proposed solution should create an incident in the central management server or ticketing tool for all critical or high level impacts.	
28.	The endpoint agent should be compatible with : <ul style="list-style-type: none"> Windows OS (32/64 bit) MAC OS 	
29.	The solution should allow user to define a single set of policies once and deploy across all products.	
30.	The solution should be capable of defining DLP Policy based on content, sender/recipient, file characteristics, and communications protocol.	
31.	The DLP Solution should monitor and prevent data using HTTP/HTTPS over browsers like Chrome, Firefox and Explorer.	
32.	The solution should have out of the box Rule Sets or PII Policy templates.	
33.	Events generated by the solution should be able to retain source IP address, destination IP address, protocol, port, sender/recipient e-mail address.	
34.	The proposed solution should be able to perform following searches: <ul style="list-style-type: none"> e-mail sent from or to any email address 	

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	<ul style="list-style-type: none"> • traffic sent across protocols or ports • Documents leaving the network based on document type • Filename and timestamp 	
35.	In case of Policy violation the solution should be able to retain all content/attachments in the transaction, not just the content that violated policy.	
36.	The solution should be able to display and highlight a summary content that violated the policy for any incident.	
37.	The DLP Solution should automatically notify data owners of this policy violation.	
38.	The proposed solution should provide an in built or support external case management tool to be supplied by the bidder.	
39.	The solution should allow case content to be exported with full content and attachments for review by an external reviewer.	
40.	The proposed solution should be able to identify and store all event data with appropriate metadata (date/time, user, protocol).	
41.	The solution should have ability to detect cumulative malware information leaks. The solution should be able to detect data leaks over to competitors and the data sent and uploaded after the office hours predefined patterns. The solution should also be capable of detecting and blocking the sensitive information uploads to Group of P2P software i.e. Bit Torrent, eMule etc.	
42.	The solution should be able to Store and index event data for faster search even after the incident has happened.	
43.	<p>The proposed Data Protection solution should be able to address the following key area:</p> <ul style="list-style-type: none"> • Identify data leakage across all vectors, irrespective of policy being in place or not • Discover and Protect Sensitive data • Have flexible control over Remediation of Data Leakage • Ease of Use and Quick to Deploy • Educate the users and the management so as to reduce the risk 	
44.	The solution should Index all unfiltered files during discovery process.	
45.	The solution should allow export historical records from all traffic/content analyzed by the DLP system into an external system for analysis.	
46.	The solution should be able to classify the data as content based, context based and user based.	
47.	The proposed solution should provide SSL decryption and destination awareness capability on the gateway to identify any sensitive content uploading to online web properties, even when it is tunnel over SSL.	
48.	The solution should allow to automatically scheduling of recurring scans.	
49.	The solution should leave customizable marker files in place of files that are remediated.	
50.	The solution should support scanning of database such as Oracle, Microsoft SQL Server, My SQL and IBM DB2.	
51.	The solution should Throttle scans to limit network bandwidth usage.	

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52.	The solution must manages all DLP security products (e.g., software, appliances) from one centralized administration console ,even encryption of files and folders	
53.	The solution should be able to provide alerts whenever there is a policy violation.	
54.	The proposed solution should be able to integrate with Office365 and its mail DLP policies.	
55.	The solution should allow creation of custom patterns and the vendor should also create custom patterns based on the banks needs without any additional cost.	
56.	The DLP solution should integrate with the 3rd party e-mail gateway/ SMS gateway to send a violation response to the sender.	
57.	The solution should be able to inspect and prevent data loss though both HTTP traffic and HTTPs channel either natively or by integrating with existing third party Proxy.	
58.	The proposed solution should comply with PCI DSS requirements	
59.	The solution should be able do database fingerprinting of customer records stored in SQL databases.	
60.	The solution should be able to detect sensitive data going out in the form of all different images formats.	
61.	The solution must provide central management across data protection.	
62.	The solution should not be based on only file extension to determine content type, instead offered solution uses signatures, statistical analysis, lexicons, and other techniques to detect the content type based on its structure and data.	
63.	The solution must be able to detect sensitive data going through endpoint applications	
64.	The solution should be able to enforce policies to detect data leaks even in image files through Optical Character Recognition technology. It should support file formats like .jpeg, .png, scanned .pdf and other commonly used formats.	
65.	The solution should allow powerful rule construction, using keywords and/or regular expressions in standard Boolean logic	
66.	The solution should provide a dashboard presentation for immediate visibility into data at rest, data in use and data in motion violations broken down by severity, types of event, etc.	
67.	The solution should have the ability to tailor dashboard presentation according to the Bank needs.	
68.	The proposed solution should make sure that the agent deployed should not be removed via unauthorized methods or from unauthorized service stoppage.	
69.	The solution should have the ability to use a single policy to scan data where ever it is transmitted or used, on the network.	
70.	The solution should monitor and enforce policies without adding latency or failure points to the network.	
71.	The proposed solution should support 256 bit or higher encryption for transfer of information.	
72.	The solution should allow reports to be exported to csv, xls, xlsx, pdf etc. formats and to be mailed directly from UI.	

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73.	The solution should allow automatic schedule of reports and provide option to save specific reports as favorites for reuse.	
74.	The solution should be scalable as per Banks future requirements.	
75.	The solution should have capabilities of being integrated to Active Directory deployed in the Bank's environment .The systems should be able to align to the bank's authentication requirements including password policy.	
76.	The proposed solutions should maintain the audit trail for the management activities of individual users and administrators accessing and using the application.	
77.	The solution should have the capability to manage DLP policy lifecycle from creation to decommissioning.	
78.	The proposed solution should have audit control to track the changes done in policies.	

C. Other Requirements :

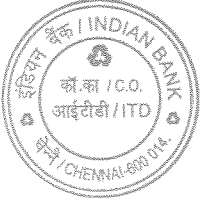
S. No	Other requirements	Complied (Yes/No)
1.	Power cables to suit for IEC Environment.	
2.	The solution should be IPv6 compatible. The bidder should assist the bank in migration to IPv6 as and when the bank decides to migrate to IPv6 for devices in scope.	
3.	All devices/appliances should be rack mountable and should have dual power supply to ensure redundancy.	
4.	At the time of the submission of technical bid, bidder has to provide complete documentation of the solution proposed with procedure of automatic switch over in case of failure.	
5.	Bidder has to install/re-install/upgrade all future releases/updates of OS and related system software and firmware of the systems without any financial implications during warranty and support period.	
6.	The solution should have SSL-secured, web-based graphical user interface for management and configuration.	
7.	All the equipment, solutions must be delivered, installed / implemented and supported for a period of 5 years with 1 year warranty and 4 years support.	
8.	All the services must be supported for a period of 5 years. The support must be on 24/7 x 365 basis by deploying quality solutions and services under the scope.	
9.	Internal cabling within the solution / devices is the responsibility of the supplier itself.	
10.	Bidder is responsible for the successful integration and interoperability of the proposed solution.	
11.	<u>End of Support</u>	
11.1.	The Security Solution quoted should not reach end of support during the period of contract (supporting document should be attached).	

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11.2.	None of the equipment / software proposed should be announced end of life for next 2 years from the date of submission of the bid.	
11.3.	If any product supplied is announced end of support during the first 2 years from the date of submission of the bid, the successful bidder should replace the system with new equivalent or higher configuration system at no additional cost.	
11.4.	The Bidder should provide Road map for security equipment proposed. In case if any device reaches end of support date during the period of contract, bidder has to replace the device before end of support date with higher version / upgraded model at no additional cost to the bank.	
12.	<u>Management</u>	
12.1.	Proposed products shall be provided with relevant management solutions including necessary hardware and software except PCs.	
12.2.	One management server at DC and one at DR Site to be proposed for the management of servers and configuring policies.	
13.	<u>Other Requirement</u>	
13.1.	Licenses for the databases (If any of the solution needs) should be core based not user based.	
13.2.	The Operating system and software for all solutions should be latest version of the OEM All the servers and other DC & DR hardware proposed should be RACK mountable with Redundant Power supply. For DC & DR Components which do not have redundant power supply, bidder should provide RPS to achieve Redundancy from two power sources.	
13.3.	The successful bidder should provide on-site support to INDIAN BANK at Chennai.	
13.4.	The successful bidder should co-ordinate by providing onsite support for any installation or updation etc in Chennai as well as in Hyderabad.	
13.5.	The successful bidder should provide telephonic and e-mail support to all locations of Indian Bank on all working days of the Bank.	
13.6.	Resident Engineers as prescribed above should be provided exclusively for co-ordinating and sorting out any issues pertaining to Branches/Offices of Bank with regard to up-gradation/updation of the proposed Security Solutions/Services. All of them should be stationed at Chennai and they should be available as prescribed above on all Bank working days and during DR drills and DR activities, adequate engineers must be available at DR Site, Hyderabad also. Apart from this, if the situation warrants any activity to be performed directly at our DR Site, Hyderabad, adequate engineers must be provided based on the need to immediately carry out and complete the activities as required, at DR Site, Hyderabad.	
13.7.	Any reported issue or malfunctioning of any of the proposed Services/Solutions should not be pending for more than 24 hours from the date of reporting.	
13.8.	During exigencies, support should be made available on non-working days and non-business hours also. In case of need, the successful bidder should provide additional engineers to sort out the problems and provide onsite support at the problem site.	

Ref: CO:ITD:25/R1:2019-20**Date: 10/04/2019**

- | | | |
|--------------|--|--|
| 13.9. | In case Bank decides for relocation of Servers, Upgrade the existing Servers, purchase new Servers with higher end configurations, appropriate support should be provided for installation, reinstallation, upgrading, etc., based on the Bank's requirements and the successful bidder should ensure that the proposed Services/Solutions are continuously made available across the Bank's network seamlessly. | |
|--------------|--|--|



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Date: 10/04/2019

SECTION V

QUALIFICATION CRITERIA

S.No	Requirements	Documents to be submitted as proof
1	The Bidder should be a Public / Private Limited Company registered as a Company in India as per Companies Act, 2013 and should be in existence in India since at least the last 5 years (as on 31.12.2018).	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 profit making company during the last 3 consecutive financial years of the bidder (2015-16, 2016-17 and 2017-18), with a minimum annual turnover of Rs. 60.00 Crores during each year out of which at least Rs.20.00 Crores should be from the information security domain.	Separate Auditor Certificate to this effect to be provided along with certified copies of audited financial statements (and annual reports, if applicable) for the last three financial years.
3	The Bidder should be in the business of providing/handling Information Security Solutions/ Services/Management since at least last 5 years as on 31.12.2018.	Certified copies of purchase orders or letters issued by the organizations where the solution/services was provided should be submitted.
4	The Bidder should have Support Centers in Chennai, Hyderabad, Mumbai, New Delhi & Kolkata.	Address proof of support centers to be submitted.
5	The bidder should be ISO 27001 certified and should have a valid current certificate.	Copy of the ISO 27001 certificate should be submitted along with the bid.
6	The bidder should have highest level of partnership with OEMs of the product quoted in the bid. The Bidder must be in position to provide support / maintenance / upgrade of the Solutions during the period of contract with the Bank.	Bidder to submit a letter of authorization / Manufacturer Authorization Form (MAF).
7	The bidder should be a System Integrator for the Security Solutions quoted and should have successfully implemented the Solutions at a minimum of one Bank/Financial Institutions/Public sector enterprises/ Govt. Organizations in India during the last three years (31.12.2018).	Firm Purchase Order and letters of satisfactory performance from the clients as per Bank's format along with documentary proof should be submitted along with the technical bid.
8	The bidder should not have been blacklisted by any Central Government / PSU / Banking / Insurance company in India as on date of the RFP.	Bidder to submit the Self Declaration certificate as per Bank's format along with the technical bid. (Documentary proof should be attached).
9	The DLP solution quoted should be present in Gartner's leader quadrant for DLP.	Copy of Gartner's report to be submitted.

Ref: CO:ITD:25/R1:2019-20**Date: 10/04/2019**

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:25/R1:2019-20**Date: 10/04/2019****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, AvvaiShanmugamSalai,
Royapettah.
Chennai 600 014, India.

Sub: Procurement of DLP (Data Leak Prevention) Solution with required hardware / software at Data Centre (Chennai) and DR Site (Hyderabad) with 1 year warranty and 4 years support

Ref: CO:ITD:25/R1:2019-20 dated 10/04/2019.

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.

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



Ref: CO:ITD:25/R1:2019-20

Date: 10/04/2019

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:25/R1:2019-20**Date: 10/04/2019****2. SELF DECLARATION – BLACKLISTING**

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

Dear Sir,

Sub: Procurement of DLP (Data Leak Prevention) Solution with required hardware / software at Data Centre (Chennai) and DR Site (Hyderabad) with 1 year warranty and 4 years support

Ref: CO:ITD:25/R1:2019-20 dated 10/04/2019.

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:25/R1:2019-20**Date: 10/04/2019****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.

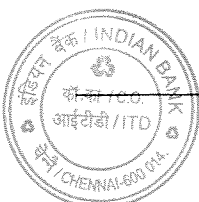
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two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



4. CONTRACT FORM

THIS AGREEMENT made theday of.....201 Between Indian Bank, having its Corporate Office at 254-260, AvvaiShanmugamSalai, 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:25/R1:2019-20 dated 10/04/2019 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



Corporate Office: Information Technology Department
254-260, AvvaiShanmugamSalai, Chennai 600 014

Ref: CO:ITD:25/R1:2019-20

Date: 10/04/2019

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:25/R1:2019-20**Date: 10/04/2019****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.....

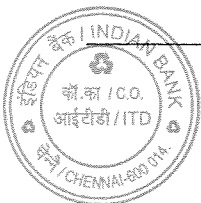
Signature of Authorised Official with Seal

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:25/R1:2019-20

Date: 10/04/2019

6. Details of DLP Solution provided and implemented

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



Ref: CO:ITD:25/R1:2019-20**Date: 10/04/2019****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, AvvaiShanmugamSalai, 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

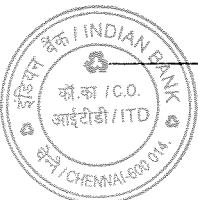
Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material 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:25/R1:2019-20**Date: 10/04/2019**

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

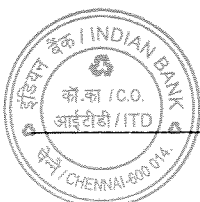
Is disclosed without similar restrictions to a third party by the Party owning the confidential information

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.



Ref: CO:ITD:25/R1:2019-20**Date: 10/04/2019**

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:25/R1:2019-20**Date: 10/04/2019**

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.

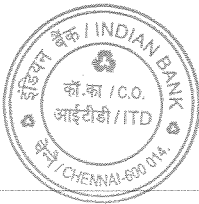
12. Governing laws

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:25/R1:2019-20
Date: 10/04/2019
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 AvvaiShanmugamSalai
Royapettah, Chennai 600 014.

Dear Sir,

Sub: Procurement of DLP (Data Leak Prevention) Solution with required hardware / software at Data Centre (Chennai) and DR Site (Hyderabad) with 1 year warranty and 4 years support.

Ref: CO:ITD:25/R1:2019-20 dated 10/04/2019.

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

S.N o.	Item Description	Qty	Unit Price with 1 year warranty (Rs)	4 years AMC support (Rs)	Total
1.	Endpoint DLP protection	21000			
2.	Web DLP protection	11000			
3.	DLP Management Server	2			
4.	DLP Log Database Server	2			
5.	DLP Server for Network discovery & incident risk rating	2			
6.	Other hardware /software required for DLP solution implementation, if any. (Details and price breakup to be provided)	—			
	Grand Total				

* Bank reserves its right to decide whether or not to enter into renewal for the DLP solution after the initial lock in period of five (5) years with successful bidders.

GRAND TOTAL PRICE IN WORDS: _____

Ref: CO:ITD:25/R1:2019-20**Date: 10/04/2019**

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

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

For

Office Seal

Place:

Date:

Mobile No:

Business Address:

(Authorized Signatory)

Name:

Designation:

Telephone No:



9. CHECKLIST for Part – I

S. No.	Criteria	Documents are to be submitted along with bid
1.	The Bidder should be a Public / Private Limited Company registered as a Company in India as per Companies Act, 2013 and should be in existence in India since at least the last <u>5 years</u> (as on 31.12.2018).	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 profit making company during the last 3 consecutive financial years of the bidder (2015-16, 2016-17 and 2017-18), with a minimum annual turnover of Rs. 60.00 Crores during each year out of which at least Rs.20.00 Crores should be from the information security domain.	Separate Auditor Certificate to this effect to be provided along with certified copies of audited financial statements (and annual reports, if applicable) for the last three financial years.
3.	The Bidder should be in the business of providing/handling Information Security Solutions/ Services/Management since at least last 5 years as on 31.12.2018.	Certified copies of purchase orders or letters issued by the organizations where the solution/services was provided should be submitted.
4.	The Bidder should have Support Centers in Chennai, Hyderabad, Mumbai, New Delhi & Kolkata.	Address proof of support centers to be submitted.
5.	The bidder should be ISO 27001 certified and should have a valid current certificate.	Copy of the ISO 27001 certificate should be submitted along with the bid.
6.	The bidder should have highest level of partnership with OEMs of the product quoted in the bid. The Bidder must be in position to provide support / maintenance / upgrade of the Solutions during the period of contract with the Bank.	Bidder to submit a letter of authorization / Manufacturer Authorization Form (MAF).
7.	The bidder should be a System Integrator for the Security Solutions quoted and should have successfully implemented the Solutions at a minimum of one Bank/Financial Institutions/Public sector enterprises/ Govt. Organizations in India during the last three years (31.12.2018).	Firm Purchase Order and letters of satisfactory performance from the clients as per Bank's format along with documentary proof should be submitted along with the technical bid.
8.	The bidder should not have been blacklisted by any Central Government / PSU / Banking / Insurance company in India as on date of the RFP.	Bidder to submit the Self Declaration certificate as per Bank's format along with the technical bid. (Documentary proof should be attached).
9.	The DLP solution quoted should be present in Gartner's leader quadrant for DLP.	Copy of Gartner's report to be submitted.
10.	Bid Form	Bid Form signed by the Authorised Official of the Bidder as per format 1 of Section VI.



Corporate Office: Information Technology Department
254-260, AvvaiShanmugamSalai, Chennai 600 014

Ref: CO:ITD:25/R1:2019-20

Date: 10/04/2019

11.	Technical Compliance	Compliance to be given as per Section IV
12.	Bid Fee	Rs 5000/- in the form of Demand Draft.
13.	Bid Security (Earnest Money Deposit)	Bank Guarantee of Rs.30,00,000/- as per format 3 of Section VI.

