



BID DOCUMENT

FOR

Supply, installation, implementation and Maintenance of Host based intrusion prevention software (HIPS) solution

Ref: CO:ITD:1007/R1:2019-20 Date: 10/10/2019

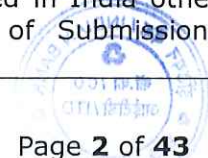
Last Date for Submission of Bid: 31/10/2019 (03.00 PM)

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



SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO:ITD:1007/R1:2019-20 dated 10/10/2019
2)	Last date for seeking Pre-bid clarifications/ queries through email @ shiju.kk@indianbank.co.in atul.dabi@indianbank.co.in vijeta.verma@indianbank.co.in	16/10/2019 by 5:00 PM
3)	Pre Bid meeting	18/10/2019 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online Mode	31/10/2019 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	31/10/2019 at 03:00 PM to be submitted to Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014 a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications as per Section V. g. Any other information sought by the Bank with relevant to this tender
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2
7)	Earnest Money Deposit/Bid Security	Rs.1,00,000/- (Rupees One lakh only) valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of Submission: Offline)



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8)	RFP Cost	Non-refundable Rs.1,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	31/10/2019 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Nextenders (India) Pvt. Ltd. through website https:// indianbankeprocure.etenders.in

This RFP document can be downloaded from the website: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and no paper publication will be done for the same.



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SECTION – I
INVITATION FOR BIDS (IFB)

1. Indian Bank is a premier Nationalised Bank with over 2900 Branches and having a business of over Rs.4,00,000 Crores. During the past decade, Bank has strengthened its IT infrastructure and has enabled marketing of technology based products and services. Bank has always recognized that Information Technology is an essential part of Banking. The Bank has been in the forefront amongst Public Sector Banks in deploying the latest available technology, in a way that technology acts as an enabler in the development of business and ensures that customers are benefited and delighted. The Bank has overseas presence through one Branch each in Singapore, Colombo & Jaffna and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank is also partnering various e-governance initiatives of Govt of India and State Governments.

2. Bank invites bids for Supply, installation. Implementation and maintenance of Host based intrusion prevention software (HIPS) solution for 50 servers for the Bank with support for 3 years through e-tendering mode.

3. The cost of the bid document is Rs.1,000/- (Rupees Thousand only). The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on the date of submission of bid (offline mode under schedule 5 & 6).

Further information can be had from the bank at the address given below from 10.00 to 17.00 hours on all working days.

Information Technology department,
Indian Bank, Head Office, 7th floor,
66, Rajaji Salai,
Chennai – 600001
Phone Nos. 044-2527 9815/16/44, 2526 9724

E-mail: shiju.kk@indianbank.co.in
atul.dabi@indianbank.co.in
vijeta.verma@indianbank.co.in

4. Bidders should enroll/register before participating through website - <https://indianbankeprocure.etenders.in>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6) of this tender.

5. Part I contains compliance details of the specifications for which bid is invited for. No column shall be left blank or altered.

6. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.



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7. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.

8. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

9. All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFQ, due date, name of the Bidder, Offer reference number etc. and addressed to,

**THE CHIEF MANAGER,
EXPENDITURE DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
No. 254-260, AVVAI SHANMUGAM SALAI
ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e 15.00 hours on 31/10/2019). The Technical quotations will be opened at 15:30 Hrs on 31/10/2019.

10. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.

11. PRE-BID MEETING

- a. A pre-bid meeting is scheduled to be held at the following address at **11:00** hours IST on 18/10/2019. 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: 044-25279838 / 044-25279865**

Contact Persons:

**Mr. Shiju K K, Chief Manager
Mr. Atul Dabi, Senior Manager
Mr. Vijeta Verma, 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.1,000/- (Rupees One thousand only, non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai.



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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.

DD has to be submitted offline i.e. physically to the address mentioned under schedule 5) of this tender (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.

Such Bidders who have not chose to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline mode (schedule 8) apart from uploading the scanned DD document during e-tendering.

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 in the format provided at least two days before the date of meeting to the following email ids:

**E-Mail –shiju.kk@indianbank.co.in
atul.dabi@indianbank.co.in
vijeta.verma@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 <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.

12. 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.
- 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.



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- 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).
13. 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).
14. This RFQ is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.



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SECTION – II**INSTRUCTIONS TO BIDDERS****1. INTRODUCTION**

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

2. AMENDMENT OF BIDDING DOCUMENTS

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

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

3. DOCUMENTS CONSTITUTING THE 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.

4. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BIDDING DOCUMENTS

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

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.



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The Successful Bidder, following the execution of the Contract, will assume total responsibility for the fault free operation of the Solutions/Services during the contract period of 3 years.

The successful bidder shall:

Supply the required software licenses, Install, Implement and maintain the solution for 50 servers of the bank and provide support for 3 years.

6. END OF SUPPORT

- The Security Solution quoted should not reach end of support/life during the period of 3 years contract.
- If any product supplied is announced end of support during the contract period, the successful bidder should replace the system with new equivalent or higher configuration solution at no additional cost.

7. MANDATORY REQUIREMENT

- The successful bidder should provide on-site support to INDIAN BANK at DC and DR site during implementation phase.
- The successful bidder should provide support for bug fix, updation of security patches, audit related point and resolve the same in given timeline by bank at no additional cost to the bank.
- The successful bidder should provide telephonic and e-mail support 24*7*365.
- 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 engineers onsite (at bank's premises).

8. BID SECURITY (EARNEST MONEY DEPOSIT)

8.1 The Bidder should upload at the time of online submission of Bid, as part of its bid, a bid security in the form of a bank guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (format-3 in Section VI) for a sum of Rs.1,00,000/- (One lakh only) and valid for 135 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required.

8.2 Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder.

8.3 The successful Bidder's Bid Security will be discharged upon the Bidders signing the Contract and furnishing the Performance Security.

8.4 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



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- b) in the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Security.

9. PERIOD OF VALIDITY OF BIDS

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

10. FORMAT AND SIGNING OF BID

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

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

11. OPENING OF BIDS BY BANK

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at **15:30 hours on 31/10/2019.**
- Bank shall call the commercial bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of commercial bid about the date and time of reverse auction.
- 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 for late bids, which shall be returned unopened to the Bidder.

12. CLARIFICATION OF BIDS

During evaluation of the bids, the Bank may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

13. EVALUATION CRITERIA**13.1 General Evaluation**

- a) Bids will be short-listed based on the qualification criteria specified in the bid and compliance to Technical specifications.
- b) 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.
- c) The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- d) The Bank at its discretion may modify any minor criteria in the bid, which does not affect the relative ranking of any Bidder.



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- e) The bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- f) Evaluation may include visit to major locations of the earlier clients of the bidder, and discussion with them.
- g) Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.

13.2 Technical Evaluation

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

13.3 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.
- 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.



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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 GUARANTEE

Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security equivalent to 10% of the Contract Amount in the form of a Bank Guarantee, valid for 39 months with further one month claim period.

The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

If not invoked, the Performance Security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

4. DELIVERY SCHEDULE

The delivery of all software licenses should be completed within two weeks from the date of Purchase Order.

The Licences 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.

5. IMPLEMENTATION

Implementation of the solution has to be done within 6 weeks from the delivery of licenses. Bidder has to implement all the licenses in 50 servers successfully within the time period.



6. PAYMENT TERMS**6.1 Documents to be furnished at Destination Offices:**

The following documents shall be furnished at destination offices:

- Supplier's Original Invoice showing order number, goods description, quantity, unit price, total amount.
- Delivery Note/challan showing the full details of the consignment.
- Manufacturer's/Supplier's Warranty certificate.
- License Certificates.
- The payment will be released within 15 days of submission of request letter along with invoice and delivery challan duly acknowledged by the official of the bank.

6.2 The payment terms will be as follows:

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

After delivery of Software licenses.	80% of License Cost
Installation, Configurations and Implementation of the HIPS solution in 50 servers and making solution operational and receiving signoff from the purchaser.	20% of License Cost + 100 % of Implementation Cost
For AMC/Software, subsequent Payment will be made in yearly in arrears.	

6.3 Prices

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

7. LIQUIDITY DAMAGES

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of delayed item for each week or part thereof of delay until actual delivery/installation or performance. If the installation and making the complete system up and running is not possible due to delayed item, a sum equivalent to 0.5% of the total Contract Value will be deducted for each week or part thereof of delay until actual delivery/installation or performance, up to a maximum deduction of 10% of total Contract Value. If the equipment are not delivered/installed in time, the Bank may consider termination of the contract.

8. COMPREHENSIVE ONSITE WARRANTY AND AMC

All the software supplied and installed will be under a comprehensive onsite warranty/support for three years from the date of installation.

- Bank reserves its right to decide whether or not to enter into renewal for the solution licences after the initial lock in period of 3 (three) years.
- Bidder has to ensure that
 - 1) The deliverables supplied is complete in all respects as per the specifications responded in the bid.
 - 2) The deliverables are verified for its correctness and in case of any error(s) the same shall be rectified immediately or replaced.



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- 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 completion of implementation in all servers, that all the deliverables supplied under this Contract shall have no major 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 / up gradation 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, licences 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.

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

- 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.
- The Systems' specifications, capabilities and performance characteristics are as stated in the Supplier's Bid and Product documentation.
- 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



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necessary efforts to correct defects in the Systems that constitute significant deviations from the Technical Specifications and/or Supplier performance claims.

9. SUPPORT

The successful bidder should provide 3 years comprehensive support including software subscription.

10. MAINTENANCE AND SUPPORT (SLA)

During the Warranty the Supplier should respond within 2 hours to call logged and commence troubleshooting work within 4 hours. If The problem is not sorted out within next 4 hours penalty @ Rs.5,000 for every additional two hours or part thereof will be levied from the successful bidder (i.e. after 8 hours from time of logging call) and the accumulated penalty will be deducted from the payment due to the vendor. If no payment is due for the penalty calculated and agreed upon should be paid to the bank by successful bidder before the expiry of the contract. If the successful bidder fails to pay the penalty by end of contract period, bank may invoke the performance guarantee for the sum equivalent to the amount receivable by the bank. The software issues must be rectified or replaced with higher version within 2 working day excluding the day of reporting. All the software/Equipment supplied should be with 24*7 supports, irrespective of holidays. The supplier shall provide a local number / National toll free number which can be accessible round the clock from all the delivery locations, for registering /reporting any maintenance requirements. An escalation matrix with timelines has to be provided. During the warranty and AMC, the supplier shall provide and install updates and upgrades (including new software version release) for all products supplied under this contract along with customization and documentation at no additional cost to the bank (it includes future upgrades/updates/version changes). If the same issue occurs more than once in a month, the cumulative downtime for penalty will be taken from the time of logging of call to till the equipment is brought up for all calls except the first call.

11. INDEMNITY CLAUSE

If at the time of your supplying, installing the equipment 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 supplier shall indemnify the Bank and keep it indemnified in that behalf.

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

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

13. TERMINATION FOR INSOLVENCY

If the successful bidder becomes Bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a

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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.

14. TERMINATION FOR CONVENIENCE

- a. The Bank, by 30 days written notice sent to the Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective. Bank will pay for the services availed till the date of termination on submission of invoices and documents.
- b. The equipment maintenance services for which renewal happened within 30 days after the supplier receipt of notice of termination shall be accepted by the Bank at the contract terms and prices. For the remaining services Bank may elect:
 - To have any portion completed and delivered at the contract terms and prices; and/or
 - To cancel the reminder and pay to the supplier an agreed amount for partially completed services.

15. GENERAL TERMS

- Either the Agent on behalf of the Principal or the Principal directly could bid in a tender but not both.
- Any other equipment, devices, software required to install above hardware need to be provided and installed without any financial implications.
- All the hardware/software supplied should be under back to back support from respective OEM, OEM letter for the same to be submitted.
- 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 at no additional cost to the bank.
- Call logging facility to be made available on 24*7*365 basis.
- Supplier has to install and reinstall (if needed) all the agents or necessary software and licenses without additional cost to the bank.
- Detailed documentation of installation and solution has to be provided after successful installation.



16. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

- I. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- II. if the Supplier fails to perform any other obligation(s) under the Contract.
- III. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

"unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid.

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 successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, 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.



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

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

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

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

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

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

4. Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and



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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 equipment to be quoted 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

Supplier's aggregate liability under the contract shall be limited to the contract value.

This limit shall not apply to third party claims for

a. IP Infringement indemnity.

b. Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender.

24. AUTHORIZATION LETTER FROM OEM

The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM). If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.

25. 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



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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.

26. BANK'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 25% of quantity mentioned in the bid without any change in unit price and other terms and conditions. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order.

27. 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.

28. ACCEPTANCE OF PURCHASE ORDER AND CONTRACT FORM

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

(b) SIGNING OF CONTRACT: Within 15 (fifteen) days from the date 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.



SECTION IV**ELIGIBILITY CRITERIA**

The eligibility will be based on the below criteria's. Bids which are not meeting the below criteria's will be liable for rejection.

- a) 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 3 years (as on 31.03.2019). (Certificate of incorporation to be submitted).
- b) The Bidder should be Net profit earning organization in the last three audited balance sheets of the bidder and the Annual turnover should be more than Rs.2 crores for the last three audited balance sheets of the bidder.
- c) The Bidder should not have been blacklisted currently by any Government Dept / PSU / Banks.
- d) The bidder should have support centre in Chennai and Hyderabad. The Postal Address of the support centre along with proof of address should be provided with the bid.
- e) The bidder should be a System Integrator/OEM 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 (30.09.2019). 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.



SECTION V

SCOPE OF WORK AND TECHNICAL SPECIFICATION

1. SCOPE OF WORK

The scope of work includes the following:

1. Successful bidder has to configure the management solution in Data centre (DC) site and Disaster recovery (DR) site with HA. Bank will provide necessary IT infrastructure for configuring the solution in DC and DR site. Bidder has to provide the required software licenses including database for installing and configuring the solution in high availability (HA) mode.
2. Successful bidder has to Supply, install and implement HIPS solution in 50 servers for which list would be provided by bank.
3. Bidder has to provide warranty/support services for 3 years for all the software supplied.
4. HIPS solution should not impact on existing operation or services of the bank.
5. Any future releases/Version/patches or upgrades of software need to be installed/re-installed/upgraded without any financial implications during Warranty and AMC period.
6. Successful bidder has to provide the training to employee of Indian Bank team for managing and basic troubleshooting HIPS solution.
7. Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements.

2. TECHNICAL SPECIFICATION

S. No	Required Minimum Specification	Compliance (Y/N)
	General requirement	
1	The solution should offer Application Control, Change Control, HIPS, and Virtualised Security functionality to ensure optimal security and compliance for critical servers.	
2	The solution should be managed from a single centralized console and should support at least 1000 server from centralized console.	
3	The solution should support server operating systems such as Windows, LINUX and HP-UX	
4	The solution should support virtual environments such as VMware, Citrix and Microsoft Hyper-V	
	Application White listing and Integrity Monitoring	
5	The solution should provide Integrity Monitoring and should be capable of monitoring critical operating system and application elements (files, directories, and registry keys) to detect suspicious behaviour, such as modifications, or changes in ownership or permissions.	
6	The solution should prevent execution of all unauthorized software, scripts, and dynamic-link libraries (DLLs) and further defend against memory exploits	
7	The solution should provide for a real-time capability to prevent execution of any authorized application to execute on the server system	
8	The solution should allow for well-defined update mechanism to allow	



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	changes to the state of server system and then enforce the new state of the system	
9	The solution should allow/ban individual application based on different characteristics such as name, checksum etc.	
10	The solution should prevent the tampering of application on the disk and in the memory.	
11	The solution should be able to create inventory of a target system and hence report on installed software and applications on client machines.	
12	The solution should not be dependent on any external verification of allowed/banned application. It should be able to take its input based on local state of server system as verified by the system administrator	
13	The solution apart from allowing only authorized applications to run, should block any changes from being done to authorized applications, like DLL's, System files, registry etc., thus providing application treat protection	
14	The solution should be able to monitor System Services, Installed Programs and Running Processes for any changes.	
15	Auditable reporting should generate within the solution, along with alert generations, and automated report creation and delivery.	
16	The solution should support Real-time Change Tracking Audit log. It should Include File, User, Program name and contents that have changed	
17	The solution in the event of unauthorized file change, should reports WHAT changed, WHO made the change, HOW they made it and precisely WHEN they did the changes	
18	The solution in the event of unauthorized file change, should reports WHAT changed, WHO made the change, HOW they made it and precisely WHEN they did the changes	
19	The solution should monitor application and operating system files in real time	
20	The solution should have the capability to prevent changes from occurring	
	Anti-Malware	
21	Should have the ability to detect and remove unwanted programs, toolbars, adware, spyware etc & post detection the actions that the antiviral performs must be the following: Alert / Notify , Clean, Delete / Remove, Move / Quarantine, Prompt for Action	
22	Solution should support excluding certain file, directories, file extensions from scan (real time/schedule).	
23	Proposed solution should provide multiple policies to lockdown the server like – change in registry, Internet Explorer file settings, Exe file execution etc to block unknown zero day attacks and reduce dependency on frequent signatures	
24	Solution should stops malicious exploitation of systems and application; Prevent introduction and spread of malicious code.	
25	Solution must provide automated and centralized download and deployment of latest virus signature updates from the Internet servers across the environment	
26	Solution should support File Type Detection and File extension checking	
27	Solution should be able to scan compressed files	



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28	Solution should support various Actions like, Clean, Delete, Quarantine, Pass and also support restoration of quarantined files.	
29	The proposed solution should scan system memory for installed root kits, hidden processes, and other behaviour that suggests malicious code is attempting to hide itself.	
30	Proposed solution should be capable of blocking TCP/IP ports on the System and also creating exceptions for specified applications to use these blocked ports.	
31	Proposed solution should be capable of blocking TCP/IP ports on the System and also creating exceptions for specified applications to use these blocked ports.	
32	Solution must be able to detect/protect against various Attacks launched against Web vulnerabilities, OS vulnerabilities, and Application vulnerabilities.	
Host based Intrusion Prevention System (HIPS) for server		
33	Solution should support signature as well as behavioural based detection and prevention.	
34	Solution must be able to detect/protect against various Attacks launched against Web vulnerabilities, OS vulnerabilities, and Application vulnerabilities.	
35	Solution should able to detect detailed events data to provide valuable information, including the source of the attack, the time, and what the potential intruder was attempting to exploit, shall be logged.	
36	solution should provide protection from known attacks like – SQL injection, Cross Site scripting, Buffer Overflow without having signature updates	
37	Solution should be capable of Information gathering about network hosts and their activities, such as operating system, services, open ports, client applications and vulnerabilities.	
38	Solution should be capable of blocking and detecting of IPv6 attacks	
39	Solution should offer protection for virtual or physical, or a combination of both the environment	
40	Solution should have Smart rules providing broad protection, and low-level insight, for servers and end-user systems. For operating systems and applications, the rules limit variations of elements of traffic, limiting the ability of attackers to investigate possible attack vectors since many attacks are based on exceeding expected characteristics	
41	Solution should have Application Control rules providing increased visibility into, or control over, the applications that are accessing the network. These rules will be used to identify malicious software accessing the network and provide insight into suspicious activities such as allowed protocols over unexpected ports (FTP traffic on a mail server, HTTP traffic on an unexpected server, or SSH traffic over SSL, etc.) which can be an indicator of malware or a compromise	
42	Solution should work in detect only mode and prevent mode.	
43	Solution should support automatic and manual tagging of events.	
44	Solution should provide policy inheritance exception capabilities.	
45	The solution shall protect against fragmented attacks.	
Management and Other Features		
46	Management Server should support Active Passive high availability configuration for DC/DR setup.	
47	Solution should have single centralized web based management console.	



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48	Solution should able to deploy, manage, and update agents and policies from one management platform.	
49	Once the policies are deployed, the agents should continue to enforce the policies whether the management server is available or not.	
50	Agent installation should not require a restart of the system.	
51	Any policy updates pushed to the agent should not require to stop the agent, or to restart the system.	
52	The solution should be able to automatically discover if any new agents are installed on any servers.	
53	The management console should be able to automatically report about the new unprotected system connecting on the network	
54	The solution shall have the capability to disable the agents temporarily from the Central Management console. Such action should be logged.	
55	Solution should support application of policies during a scheduled day/time	
56	The solution shall allow to do all configurations from the central management console including, but not limited to enabling/disabling agents, selecting and applying new policies, creating custom policies, reports etc.	
57	The solution should have comprehensive Role Based Access Control features including controlling who has access to what areas of the solution and who can do what within the application.	
58	The solution should allow grouping of system protected for easy management	
59	The solution shall allow grouping security configurations together and also allow applying these configurations to other similar systems.	
60	The solution should support forwarding of alerts through SNMP and e-mail.	
61	The solution should be able to generate detailed and summary reports.	
62	The solution shall allow scheduling and e-mail delivery of reports.	
63	The solution shall have a configurable dashboard that should allow the Administrator to see a 1 day or a 7 day summary.	
64	Solution should allow creating multiple dashboard views for different administrators.	
65	Administrators should be able to selectively rollback rules applied to agents.	
66	Solution should have an override feature which would remove all the applied policies and bring the client back to default policies.	
67	Management and Other Features: Solution should maintain full audit trail of administrator's activity.	
68	The solution shall allow updates to happen over the internet, or shall allow updates to be manually imported in the central management system and then distributed to the agents.	
69	The solution should support to integrate with 3 rd party tool like SIEM for logs.	



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

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Ref: CO:ITD:1007/R1:2019-20**Date: 10/10/2019****SECTION – VI****1. BID FORM**

(Bidders are required to furnish the Form of Bid)

Date: _____

To

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

Sub: Supply, installation, implementation and Maintenance of Host based intrusion prevention software (HIPS) solution for 50 servers for the Bank with support for 3 years

Ref: CO:ITD:1007/R1:2019-20 dated 10/10/2019.

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.



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Date: 10/10/2019

Dated thisday 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:1007/R1:2019-20**Date: 10/10/2019**

2. SELF DECLARATION – BLACKLISTING

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

Dear Sir,

Sub: Supply, installation, implementation and Maintenance of Host based intrusion prevention software (HIPS) solution for 50 servers for the Bank with support for 3 years

Ref: CO:ITD:1007/R1:2019-20 dated 10/10/2019.

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:



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, Avvai ShanmugamSalai, 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:1007/R1:2019-20 dated 10/10/2019 for Host based intrusion prevention software (HIPS) solution 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;
- (c) the Technical Specifications;
- (d) the Conditions of Contract;
- (e) the Purchaser's Notification of Award.

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

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

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

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



Ref: CO:ITD:1007/R1:2019-20

Date: 10/10/2019

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:1007/R1:2019-20**Date: 10/10/2019****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:.....

.....



Ref: CO:ITD:1007/R1:2019-20**Date: 10/10/2019****6. NON DISCLOSURE AGREEMENT**

This Agreement made at _____, on this _____ day of _____ 201.. **BETWEEN** _____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as "**IB**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

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

WHEREAS:

The Parties entered to a contract and established business relationship between them. In the course of such business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**1. Confidential Information:**

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,



- c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or
- d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Use of Confidential Information:

- a) 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.
- b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.
- c) The bidder shall not 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.

3. Non-disclosure:

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

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



4. Publications:

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

5. Term:

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

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential for a period of five years after expiry of contract.

6. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. Return of Confidential Information:

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

8. 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.



Ref: CO:ITD:1007/R1:2019-20**Date: 10/10/2019****9. Entire Agreement, Amendment, Assignment:**

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

10. Governing Law and Jurisdiction:

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

11. General:

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

12. Indemnity:

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

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

For and on behalf of_____
Name of Authorized signatory:

Designation:



Ref: CO:ITD:1007/R1:2019-20
Date: 10/10/2019
7. PART-II (Price Breakup to be submitted by the Successful Bidder after Online Reverse Auction)

Date:

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

Dear Sir,

Sub: Supply, installation, implementation and Maintenance of Host based intrusion prevention software (HIPS) solution for 50 servers for the Bank with support for 3 years.

Ref: CO:ITD:1007/R1:2019-20 dated 10/10/2019.

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

I. Cost of Licenses/Implementation Charges

S. No	Description	Quantity (a)	Unit Price with one year support (INR) (b)	Total Price# (INR) (c=a*b)
1	One time Implementation cost for HIPS solution in 50 servers with configuration of centralized management console at DC & DR for making solution operational	NA		
2	HIPS software licenses for 50 servers	50		
TOTAL				

II. AMC/ATS Charges for 2nd and 3rd year

S. No	Description	Quantity (d)	ATS for 2nd year (INR) (e)	ATS for 3rd year (INR) (f)	Total Price (INR) g=(d)*(e+f)
1.	HIPS software licenses for 50 servers	50			
TOTAL					

Ref: CO:ITD:1007/R1:2019-20**Date: 10/10/2019****III. SUMMARY**

S.No	Description	Total Price# (INR)
1	Total of Item No. I	
2	Total of Item No. II	
	GRAND TOTAL (S.No 1 +2)	

GRAND TOTAL PRICE IN WORDS: _____

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:



8. 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 3 years (as on 31.03.2019).(Certificate of incorporation to be submitted)	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 Net profit earning organization in the last three audited balance sheets of the bidder and the Annual turnover should be more than Rs. 2 crores for the last three audited balance sheets of the bidder.	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 have support centre in Chennai and Hyderabad. The Postal Address of the supportcentre along with proof of address should be provided with the bid.	Address proof of support centres to be submitted.
4.	The bidder should be a System Integrator/OEM 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 (30.09.2019). 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.	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.
5.	The Bidder should not have been blacklisted currently by any Government Dept / PSU / Banks	Bidder to submit the Self Declaration certificate as per Bank's format along with the technical bid. (Documentary proof should be attached).
6.	Bid Form	Bid Form signed by the Authorised Official of the Bidder as per format 1 of Section VI.
7.	Technical Compliance	Compliance to be given as per Section V
8.	Bid Fee	Rs.1,000/- in the form of Demand Draft.
9.	Bid Security (Earnest Money Deposit)	Bank Guarantee of Rs.1,00,000/- as per format 3 of Section VI.
10.	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder

