



OPEN RFP

REQUEST FOR PROPOSAL (RFP)

for

Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:

- 1) Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities
- 2) On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.

RFP No: IB:CO/ISSD/259/2021-2022

DATED:29/10/2021

Indian Bank
Information Systems Security Department
Head Office
66, "Indian Bank Buildings", Rajaji Salai
Chennai 600 001
Email – issc@indianbank.co.in
Website: www.indianbank.in

Date and time of Pre Bid Meeting	09.11.2021 at 03:00 PM
Last Date for receipt of bids	22.11.2021 at 03:00 PM
Date and time of opening Technical bids	22.11.2021 at 03:30 PM



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SCHEDULE OF EVENTS AND BID DETAILS

1)	RFP Reference Number and Date	RFP No. IB:CO/ISSD/259/2021-22 Date:29.10.2021
2)	Last date for seeking Pre-bid clarifications/ queries through email to following email ids: issc@indianbank.co.in anil.lakra@indianbank.co.in balakrishna.y@indianbank.co.in angshuman.ks@indianbank.co.in	06.11.2021 05:00 PM
3)	Pre Bid meeting through WebEx/VC/Skype	09.11.2021 at 03:00 PM tentatively. (Mode / Link and time to be notified to the participating Bidders who have successfully registered and paid the Bid Cost) Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption along with specified format (DOC-K – Undertaking for MSE benefits)
4)	Last Date & Time for submission of Bids	22.11.2021 at 03:00PM
5)	Documents to be submitted Online	a) Indicative Commercial Bid in the given format (Doc-A (ii) Part-I) b) Technical Bid with Eligibility Criteria, along with all supporting documents required. c) All Annexure as per this RFP on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. d) Any other information sought by the Bank with relevant to this RFP
6)	Documents to be submitted physically by Bidders(Offline Mode) to : The Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam	1. DD towards Cost of bid OR 2. Alternatively, Bidders can transfer the cost of bid in the following account number through NEFT/RTGS/IMPS/UPI etc. and notify in the undernoted email Ids:- issc@indianbank.co.in anil.lakra@indianbank.co.in



	Salai, Royapettah, Chennai, Pin 600 014	<p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption along with specified format (DOC-K – Undertaking for MSE benefits)</p>
7)	Bid Cost**	<p>Non-refundable Rs.5,000/- in the form of DD favouring “Indian Bank”. (Mode of submission: Offline) (Alternatively, Bidders can transfer the cost of bid in the following account number through NEFT/RTGS/IMPS/UPI etc. and notify in the undernoted email Ids :-</p> <p>issc@indianbank.co.in; anil.lakra@indianbank.co.in;</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT IFSC Code: IDIB000H003 Branch: Harbour</p> <p>**For participating in the Pre Bid Meeting the Bidder has to pay the Bid Cost except for MSE Bidders. MSE bidders should intimate the Bank that they will submit their Bid in due course for participating in the Pre-Bid at issc@indianbank.co.in; anil.lakra@indianbank.co.in;</p>
8)	Date of opening of Technical Bids (including Conformity to Eligibility Criteria)	22.11.2021 at 03:30 PM
9)	Date of intimation of Technically qualified Bidders	Will be intimated after completion of technical evaluation of the bids submitted



10)	Date of Online Reverse Auction	Will be intimated separately to the technically qualified Bidders
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 Antares Systems Limited through website: https://www.tenderwizard.in/indianbank

In case scheduled dates fall on a public holiday, the same will be extended to the next working day.

All dates mentioned above are tentative dates and the Bidder acknowledges that it cannot hold the Bank responsible for breach of any of the dates.

This RFP document can be downloaded from the website: <https://indianbank.in/tenders> & e-procurement portal: <https://www.tenderwizard.in/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and no paper publication will be done regarding the same. Clarifications, Modifications and Date of Extensions, if any, will be posted in website & e-procurement portal only.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP.

The term "Purchase Order" & "Work Order" bears the same meaning in this RFP.

Non-attendance at the pre-bid meeting or bid opening will not be a cause for disqualification of a Bidder.



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1. INTRODUCTION

1.1 ABOUT INDIAN BANK & BACKGROUND

Indian Bank is a premier Nationalised Bank with over 6339 Branches and having a business of over Rs.9,30,000 crores. The Bank has always been a forerunner in absorption of technology. With effect from 1st April 2020, Allahabad Bank got amalgamated with Indian Bank and the combined entity is moving towards being a stronger entity in terms of technology, business and customer satisfaction.

The combined entity has been a strong supporter of government endeavours to promote through CBS & alternate Digital Banking channels and other and is actively partnering various e-governance initiatives of Government of India and State Governments.

Indian Bank has been certified with ISO27001:2013 standard for Information Systems & Security processes.

1.2 PURPOSE

RBI, vide their circular "Cyber Security Framework in Banks" dated 2nd June 2016 under Forensic-Para No.22.1 advised banks to "Have support/arrangement for Network Forensic/Forensic Investigation/DDOS Mitigation services on Standby."

In order to comply with the directions of RBI and to conduct an intensive diagnostics and planning service/Methodology designed to check the critical components of our Security, Reliability, and Performance, this RFP is being floated for selection and empanelment of a suitably qualified & experienced Digital/Cyber Forensic Readiness Assessment/Incident Audit/Investigation Services Provider for the Bank for a period of 3 years as per the scope defined in the RFP.



2. DETAILS OF SERVICES TO BE PROVIDED

2.1. SCOPE OF DIGITAL/CYBER FORENSIC SERVICES

Broad Scope of engagement for Forensic Readiness Assessment/Incident Audit Services :

Digital/Cyber Forensic Investigation Services shall broadly cover the following activities (but not limited to) as part of the scope of the exercise. The vendor shall evaluate various areas of security in a multi layered approach (web, app, DB layers, network security) covering incidents related to CBS, SWIFT, all alternate delivery channel products like Internet Banking, Payment Banking, Mobile Banking, ATM etc. and any other product / applications as specified by the Bank.

Forensic Analysis includes (but not limited to):

- Collection and Preservation of Electronic Evidence
- Data Recovery and Analysis
- Analysis of User Activity
- Handling Password Protected Files
- Data Forensic Investigation
- Forensic Reports
- Expert Testimony
- Secure Shipments
- Chain of Custody Management
- Ability to meet the service levels
- Ability and experience in providing IT Forensic and e-Discovery services to harvest data from Firewall, Intrusion Detection IDS Systems (IDS)/Intrusion Prevention System (IPS) logs and other security devices.
- Ability to provide services related to restoration of backup systems, including enterprise-wide backup systems.
- Ability to provide services related to restoration of corrupted, deleted, hidden, and encrypted or temporary data.
- Ability to provide services related to restoration of damaged media.
- Ability to provide services related to restoration of password protected files.
- Ability to have methodology for collecting data, including volatile data.
- Ability for preserving metadata during data capture with the goal of preserving the evidentiary value and the chain of custody.
- Methodology for analysing preserved and collected data
- Providing in detail the gaps in the existing security controls used to protect the data on banks premises and during transmission, transfer of Bank's data
- Should guide electronic discovery and investigative processes, providing Bank's legal teams with sound advice and an expanded source of evidentiary information. Vendor



should be able to carefully analyse the details of each case to conduct timely and thorough investigations

The appointed vendor shall be enrolled to conduct a desktop exercise at the time of appointment to throw light on the first and vital steps to be taken up at the time of any incident with all the related stakeholders.

The Selected Digital/Cyber Forensic Audit Services Provider is expected to :

- Define the business scenarios that will require digital evidence collection.
- Reducing the impact of computer-related incidents.
- Ensuring compliance with regulatory or legal requirements.
- Determine evidence collection requirements and procedures.
- Establish evidence collection procedures that are legally admissible in court.
- Establish a policy for secure storage and handling of potential evidence.
- Proactively implement fraud prevention strategies
- Facilitate training and understanding of fraud prevention and detection across the Bank network
- Review and provide guidance within defined SLAs to reduce potential revenue losses and recovery of the same
- Recommend changes to fraud management methodologies while minimizing negative customer impact
- Create visibility of progress of investigation through Dash board / report. Track status and prepare periodic summaries of fraud trends as appreciated and from related industry sources to enhance fraud management across the business
- Evaluate various areas of security in a multi-layered approach (web, app & DB layers, networking/security) covering incidents related to CBS, SWIFT, all our alternate delivery channel products like internet banking, payment banking, mobile banking, ATM, etc. and any other products/applications as specified by the Bank.
- Conduct Forensic Readiness Assessment in order to analyse, identify and mitigate the deficiencies if any in the Forensic Incident handling, log collection and storage capabilities
- Conduct digital forensic analysis with various models, as and when incidents (which triggers forensic analysis as per the bank policy) happen.

Deliverables will include but not limited to provide detailed report at the time of assessment of forensic readiness and conduct of incident analysis in case of need as detailed in Section 4 of the RFP.

A) Scope for Digital/Cyber Forensic Readiness Assessment:

As a part of the assessment of the Digital/Cyber Forensic Readiness of the Bank ,the Auditor after review of the existing Infrastructure of the Bank has to provide an



assurance / confirmation to the bank that Functioning of the Bank's IT system is in Compliance with –

- Bank's IT Security Policy.
- Bank's Cyber Security Policy./Cyber Crisis Management Plan
- RBI Information Security guidelines, Cert-In guidelines, any other legal requirements.

The vendor should benchmark the policies, procedures / processes, standards against the standards recommended by RBI and identify gaps. The vendor should report the areas where they have observed the bank to be non-compliant with the RBI guidelines.

Initially on appointment the Auditor shall conduct Forensic Readiness Assessment of the Bank's IT/Digital/Cyber Infrastructure in order to analyse, identify and mitigate the deficiencies, if any in the Forensic Incident handling, log collection and storage capabilities. Subsequently the Auditor has to reassess/review the findings of the above in case of any changes in the Bank's IT Infrastructure/Environment/Cyber Security Posture, as reported by the Bank, within the 3 years retention period.

Deliverables shall include but not limited to provide detailed report at the time of assessment of forensic readiness covering the following aspects :

- Review of network architecture and critical business applications
- Review of existing log collection retention policies of security devices such as Firewall, IPS, IDS, router, load balancer etc. and identified critical business applications
- Review the existing Cyber Incident Handling capabilities in terms of People, Process and Technology
- Identify available sources and different types of potential digital evidence for the identified devices and business applications
- Identify the additional sources of logs that need to be captured to ensure completeness for conducting incident investigation and this includes the formats of logs and whether they contain meaningful information for investigative purposes
- Evaluate the procedures followed by IT teams to make the necessary evidence available for investigation
- Evaluate whether IT teams are periodically reviewing the captured logs in totality or on a sample basis. (In case of sampling, also validating the basis for selection of samples)
- Identify and validate the procedures carried out by IT team to securely gather legally admissible evidence to meet the Legal Regulatory requirements
- Collate the information obtained through deep dive analysis and submit a gap analysis report
- Remediation advisory guidance
- Provide training /awareness to Bank's designated personnel in the area of Digital/Cyber Forensic Investigation & related topics.



The outcome of the overall exercise should enable the bank in :

- ❖ Ensuring the overall integrity and continued existence of an organization's computer system and network infrastructure.
- ❖ Helping the organization capture important information if their computer systems or networks are compromised. It also helps prosecute the case, if the criminal is caught.
- ❖ Extracting, processing, and interpreting the actual evidence in order to prove the attacker's actions and the organization's innocence in court.
- ❖ Tracking complicated cases such as e-mail spamming etc.
- ❖ Assessing the effectiveness of its defences and incident response strategy whilst not limited to technical controls
- ❖ Providing a real-world cyber war/training opportunity and defend against a live attack
- ❖ Raising awareness of our security team's inherent strengths and weaknesses. This information will make informed decisions concerning our security strategy
- ❖ Helping the organization develop "battle-hardened" defences against Advanced Persistent Threats (APT).
- ❖ Testing the effectiveness of our Incident Response plans and challenge our team's breach detection capabilities
- ❖ Assisting with identification of High Value Targets (HVTs) and weaknesses based on common methodologies. HVTs could be People, Systems, Processes, Technology.

B) Scope for conduct of Digital/Cyber Forensic Incident Audit/Investigation/Analysis :

- Methodology for reporting findings of analysed data and making the information available for review through a secure online portal. The timeframe for storage of report findings to be mentioned
- Provide a sample of the types of logs that are created in the device throughout the review process and describe the process by which they are created
- Detail the existing security controls used to protect the confidentiality, integrity, and availability of data on your premises
- Detail the existing controls for secure transmission, transport, and shipment of Bank's data and your procedure used to protect the confidentiality and integrity of such data
- Information about the incident type and its modus operandi
- Description of how the incident was discovered
- Information about the systems that were affected
- Information about who was responsible for the system and its data
- A description of what caused the incident
- A description of the response to the incident and whether it was effective
- Recommendations to prevent future incidents
- A discussion of lessons learned that will improve future responses
- A timeline of events, from detection to incident closure
- Identify available sources of potential evidence in the environment, including :
Email , Network traffic, logs, and archives, User documents, media, and voice mail, Social Media, Smart Mobile devices, Cloud Services, Smart devices



- Identify and validate the procedures carried out by IT team to securely gather legally admissible evidence to meet the Legal Regulatory requirements
- A POC of replaying/reconstructing the same incident on test environment, proving the analysis is right.

✚ A computer forensic expert ensures that the following rules are upheld during an investigation ::

- No possible evidence is damaged, destroyed, or compromised by the forensic procedures used to investigate the computer (preservation of evidence).
- No possible computer malware is introduced to the computer being investigated during the analysis process
- Any extracted and possibly relevant evidence is properly handled and protected from later mechanical or electromagnetic damage (extraction and preservation of evidence).
- A continuing chain of custody is established and maintained (accountability of evidence).
- Normal operations are affected for a limited period of time, if at all (limited interference of the crime scene on normal life).
- Details of the client-attorney relationship are not disclosed if obtained during a forensic process in order to maintain professional ethics and legality (ethics of investigation).

2.2. PERIOD OF AUDIT

- A) The Digital/Cyber Forensic Readiness Assessment activity shall commence within 30 working days from the date of acceptance of Purchase Order to the BIDDER. The Bank shall call upon the BIDDER to carry out demonstration and/ or walkthrough and presentation. The Vendor firm shall make a presentation to the Management the overall plan of activity, various stages of the activity with timeline for completion, submit the findings along with the report and evidence within the mutually acceptable timeline from the commencement of activity. All the expenses for the presentation shall be borne by the concerned vendor.

In case of any changes in the Bank's Digital IT Infrastructure/Environment within the period of engagement (3 years) subsequent to the conduct of initial/first assessment after engagement, as intimated by the bank, the Auditor will be required to reassess/review the Digital/Cyber Forensic readiness and submit report at no extra cost to the Bank.

- B) For the On demand Forensic Incident Audit/Investigation part , on completion of the engagement process, the Auditor shall be required to undertake Digital/Cyber Forensic Investigation/Audit for any reported incident within 24 hours of intimation, as and when intimated by the Bank, within the terms, conditions & period of engagement of 3 years,



as per the scope defined. Based on the complexity & nature of the reported incident, the Auditor will carry out the Digital/Cyber Forensic investigation/analysis by deploying suitable qualified and technically competent manpower as specified in the RFP, as per the Man-Days estimate done by them and approved by Bank, commensurate with the reported incident. The team should keep the Bank updated on the progress on a day to day basis along with the specific remedial action requirements of the Bank for mitigation of the identified Risks and submit a preliminary draft report for acceptance by the Bank. Also the Auditor should submit the final report along with necessary evidences, as per the time line defined by the Bank on confirmation/approval of the draft report by the Bank.

2.3. CONDUCT OF AUDIT

- ✓ Along with the audit schedule prior to the start of audit, the names of the auditors who shall be conducting the Forensic Assessment/Incident Audit shall be shared by the Auditor along with the Name of the single point of Contact, the Team Lead and size/details of his team clearly mentioning qualification, certifications, experience etc. of the team members. The team should essentially comprise of the team members, as submitted in the list by the Bidder during Bid submission as a part of Technical qualification pre requisite.
- ✓ Execute Non-Disclosure agreement, both by the firm and as individuals involved in the audit.
- ✓ The BIDDER should use their own non-destructive licensed version of tools for the evaluation & investigation purpose with due permission from Bank.
- ✓ Due to COVID restrictions, the auditors may seek information to be shared over mail. The information shall be sent only to the email ID of the Single Point of Contact's official mail ID. No public domain email IDs shall be entertained.
- ✓ However, as far as possible and according to the prevailing situation, the auditors may visit the Bank's premises to interact with the officials for conducting of audit.
- ✓ Analysis of the findings and Guidance for Resolution of the same.

3. DIGITAL/CYBER FORENSIC ASSESSMENT/ INCIDENT AUDIT UNIVERSE

The Banking Channels/Services/Applications/Infrastructure which will be considered for Digital/Cyber Forensic Readiness Assessment and Digital/Cyber Forensic Investigation/ Audit (**but not limited to**) is as follows:

- POS / Cash at POS
- ATMs / Cash Deposit Machines
- Mobile Banking
- Internet Banking
- Debit / Credit Cards
- SMS / Missed call services



- UPI/BHIM Aadhar services
- FI/Micro ATMs / Business correspondents
- RTGS / NEFT / IMPS
- Core banking Solution(CBS) & Cheque Truncation System
- Swift/Payment Gateway Infrastructure/ Treasury including Forex branches
- SOC (Comprising SIEM, PIM, DAM, WAF, VAS etc.)
- Network Devices (Firewall, Routers, Switches etc.)
- Email Services
- Endpoint devices

4. DELIVERABLES

4.1 SUBMISSION OF PRELIMINARY DIGITAL/CYBER FORENSIC READINESS ASSESMENT / FORENSIC INCIDENT AUDIT/INVESTIGATION REPORT:

Vendor has to submit a preliminary report as per the report format mutually agreed with the Bank. The submission of the preliminary report shall be within the time limit as decided by the Bank. Findings are to be communicated effectively in a stakeholder meeting and typically presented in-person. During this time, Digital Forensic Analyst/consultant should walk through the report, in detail, to ensure all findings and their corresponding description, risk rating, impact, likelihood, evidence and remediation steps are thoroughly understood. While this typically involves a single meeting, there is no limitation to that number. The key aspect should be that all information is clearly understood and that a roadmap toward remediation /mitigation is crystal clear. The deliverable/report so submitted should be presentable as evidence in a court of law.

4.2 REVIEW & ACCEPTANCE OF PRELIMINARY DIGITAL/CYBER FORENSIC READINESS ASSESMENT / FORENSIC INCIDENT AUDIT/INVESTIGATION REPORT

Vendor is required to discuss the preliminary report findings / observations / recommendations / suggestions with the respective stake holders prior to finalization and acceptance of the same by the Bank. The final presentation should be a detailed report should state only the facts and should not state any opinions.

4.3 DIGITAL/CYBER FORENSIC READINESS ASSESMENT / FORENSIC INCIDENT AUDIT/INVESTIGATION REPORT SHOULD ESSENTIALLY COMPRISE OF THE FOLLOWING SECTIONS:

- **Executive Summary:** An executive summary to summarize the scope, approach, findings and recommendations, in a manner suitable for senior management



- **Contact Details** : The contact information of the lead analyst in the investigation
- **Findings & Observations** : Findings as per scope of engagement
- **Remediation** : Recommending INDIAN Bank for overall implementation plan for remedial steps for identified gaps
- **Appendix** : Provides a more detailed view of the findings geared towards a more technical audience, describes the tools and configurations used in the Investigation, and Glossary of Terms.

4.4 DIGITAL/CYBER FORENSIC INCIDENT AUDIT/INVESTIGATION REPORT:

4.4.1 Executive Summary Report:

An executive summary to summarize the scope, approach, findings and recommendations, in a manner suitable for senior management. A high-level explanation that describes the investigation and the final outcome.

4.4.2 Detailed Technical report of Digital/Cyber Forensic Incident Audit:

Each completed forensic report should always contain at least the following information, although the headings used within the report may vary from organization to organization. The investigation report should present the findings in the investigation and contain the following information:

- ✓ Scope
- ✓ Report heading
- ✓ Support requested, reason or purpose for analysis
- ✓ Methodology and approach
- ✓ Modus Operandi
- ✓ Summary of findings
- ✓ Methods of investigation
- ✓ Adequate supporting data
- ✓ Description of data collection techniques
- ✓ Calculations used
- ✓ Error analysis
- ✓ Computer/Digital media/application/software etc analysed
- ✓ Analysis/Suspect Software Listings
- ✓ Review of sensitive company data discovered on Internet
- ✓ Tools and techniques used
- ✓ Results and comments
- ✓ Graphs and statistics explaining the results
- ✓ References
- ✓ Litigation support reports



- ✓ Detailed technical remediation steps - Recommending INDIAN Bank for overall implementation plan for remedial steps
- ✓ In addition to the electronic report, a raw file in comma-separated value (excel or CSV) format should also be provided in an effort to optimize the remediation and management of any identified findings.
- ✓ Legal Considerations: Identify possible concerns related to applicable Indian Cyber Law statutes (such as the Information Technology Act, Cyber Security Framework and/or any State statutes, and local policies and laws etc.).
- ✓ Glossary of Technical Terms
- ✓ Detail of Findings

The information should be organized so that anyone can read and understand the report without referring to enclosures or other material. Items provided in the Digital/Cyber forensic report should define all technical terms using common language that non-technical investigators and prosecutors can understand. It should clearly indicate relevant items you discovered, how they were discovered, where they were located, and how the evidence relates to the case and/or investigation.

4.4.3 Timeline of Events: A high-level view in chronological order of the events as they appeared in the investigation

4.4.4 Remediation/ Re-testing: Remediation re-testing to be provided at no Additional cost. This includes recommendations on security controls and steps that should be implemented to minimise the risk of the incident occurring again.

4.4.5 Appendix: Provides a more detailed view of the findings geared towards a more technical audience, describes the tools and configurations used in the investigation, and Glossary of Terms.

4.4.6 Contact Details: The contact information of the lead analyst in the investigation

4.5 REPORT FORMAT

The report shall be submitted as per the following:

- Report signed by the authorised signatory to be handed over to Corporate Office Information Systems Security Department, Chennai (CO ISSD) in both physical form as well as soft form
- Soft copies of the report in MS Word / PDF/CSV format with detail on the methodology adopted for audit.
- The observations in MS Excel format to be submitted for easier tracking by the Bank



5 INSTRUCTIONS TO THE BIDDERS

5.1 GENERAL INSTRUCTIONS

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

The Bidder, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or to any of their authorized officer (s) of the BIDDER.

5.2 MAKE IN INDIA

This RFP 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, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P- 45021/2/2017-PP (B.E.-II) dated 16th Sept 2020.

Bank will follow the above orders and guidelines (including clarifications issued) on Public Procurement (Preference to Make in India).

5.3 SUBMISSION OF COMMERCIALS

The Indicative Commercial Offer should be submitted ONLINE on an all-inclusive cost basis (Excluding Taxes) as per the format provided in **DOC-A (ii) (Part I)** and Bank will not pay/reimburse any other charges including travelling expenses / visit charges / hotel stay for any travelling/ training undertaken by the Bidder's staff / personnel throughout the period of contract. **Commercial Bid submitted in any other format is liable to be rejected.**

The Bank will follow a Reverse Auction process post evaluation of Technical Bids and shortlisting of technically qualified Bidders.

The Technically qualified Bidders, as evaluated above, alone will be intimated to participate in the Online reverse auction to identify L1 Bidder based on commercial submissions for awarding contract. 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. The Bidder should have valid digital certificate to participate in the online reverse auction.

Business rules for the auction and the details of the agency who shall conduct the reverse auction will be intimated before online reverse auction process.

The indicative price and online reverse auction price shall be quoted in Indian Rupee only.



On completion of the Reverse Auction the L1 Bidder has to submit the Final Commercial Bid as per the format provided in DOC-A (ii) (Part II)

5.4 BID PROCESS TIME FRAME

The following is an indicative timeframe for the overall selection process. Bank reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Respondents during the process.

Description	Norms
Cost of Bid	Rs.5,000/-
Bid Security Declaration	Authorised signatory to sign declaration as per format DOC-D
Date of issue of RFP Notification	29.10.2021
Last date and time of receiving pre-bid queries in writing / thru email to : issc@indianbank.co.in, bishwadip.haldar@indianbank.co.in, anil.lakra@indianbank.co.in BALAKRISHNA.Y@indianbank.co.in angshuman.ks@indianbank.co.in	06.11.2021 05:00 PM
Date of Pre-Bid meeting	09.11.2021 at 03:00 PM
Last date of Bid Submission	22.11.2021 at 03:00 PM
Date of Online Reverse Auction	Will be intimated after Technical evaluation of the bids submitted.

* All dates mentioned above are tentative dates and the Bidder acknowledges that it cannot hold the Bank responsible for breach of any of the dates.

5.5 PRE-BID MEETING

A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **09.11.2021 at 03:00 PM (Tentative)**, the Mode / Link and time of the same will be notified to only those Bidders who have successfully registered ONLINE and paid the Bid Cost. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

The purpose of the meeting will be to clarify the doubts raised by the probable Bidders.

The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **06.11.2021 17:00 Hours**:

issc@indianbank.co.in,



anil.lakra@indianbank.co.in
balakrishna.y@indianbank.co.in
angshuman.ks@indianbank.co.in
bishwadip.haldar@indianbank.co.in

In case the probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified by the Bank, they should register themselves with the Bank one day in advance by paying the cost of bid-document of Rs.5,000/- (non-refundable) by way of Demand Draft (copy of Demand Draft to be attached with the documents) or transfer the amount in the account details as mentioned in "Clause 7 of Schedule of Events and Bid Details".

Bidders have to ensure that cost of bid document i.e. Rs.5,000/- has already been remitted to the account as mentioned in "Clause 7 of Schedule of Events and Bid Details" or dispatched through demand draft (before raising the queries through email) . Only those Bidders or their Representatives who have registered with the Bank will be allowed to participate in the pre-bid meeting. At the time of registration, the organisation shall provide the name, designation, email address of the participants through email to enable the Bank to arrange for virtual meeting. The link for the meeting shall be sent to the email IDs registered with us.

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment(s) to the bid document, if any, will be published in the Bank website as well as e-procurement website and will form part of the Bidding document.

RFP response submitted without the Demand Draft/Online Transfer of Bid fee shall not be considered except in the following cases:

- In line with extant Government guidelines, Micro and Small Enterprises are exempted from payment of cost of RFP document subject to submission of documentary proof for having registered with any of bodies specified by Ministry of Micro, Small and Medium Enterprises.

5.6 AMENDMENT OF BIDDING DOCUMENTS

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).

The amendments if any, will be published in the e-procurement website and will form part of the Bidding document

All prospective Bidders will be communicated of the details of amendments and clarifications, allowing atleast 3 days' time prior to the last date for receipt of bids. Such amendments/clarifications shall be binding on all the Bidders and signed copy of the amended document should form part of the bid

Bank reserves the right to rescind / cancel the RFP process at any time, or reissue this RFP at its discretion by notifying in Bank's website, without thereby incurring any liabilities to the affected BIDDER(s). Reasons for cancellation / reissue, as determined by the Bank in its sole discretion include but are not limited to, the following:



- Services Contemplated are no longer required or not required immediately
- Scope of work was not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments
- The assignment is not in the best interest of the Bank
- Any other reason

5.7 BID SECURITY DECLARATION

The Bidder shall furnish, bid security declaration as per **DOC-D** certifying that they will not withdraw their bid during the period of bid validity specified in this RFP and will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Cost of Bid Document **Rs.5,000 (Rupees five thousand only)** to be submitted in the form of DD favouring Indian Bank, payable at Chennai or through electronic transfer as detailed in "Clause 7 of Schedule of Events and Bid Details"

MSE/NSIC registered Bidders are exempted from submitting the cost of bid document. Such Bidders should submit the copy of registration certificate and other document along with declaration as per **DOC-K** for claiming exemption for Cost of Bid document as proof which should be valid for the current period. However, MSE/NSIC registered Bidders need to submit the bid security declaration as per the format mentioned in the RFP document.

5.8 AUTHORIZATION TO BID

Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document. The proposal shall be made in the legal name of the Bidder and shall be signed by an official authorized to commit the Bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

5.9 LANGUAGE OF BIDS

All bids and supporting documentation shall be submitted in English

5.10 BID CURRENCY

All costs and charges related to the bid shall be expressed in Indian Rupees.

5.11 PERIOD OF BID VALIDITY

The Bids shall remain valid for a period of 90 days from the closing date for submission of the bid. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bids must



clearly state the validity of the bid and its explicit expiration date. Bank may seek the extension of bid validity, if required.

5.12 BIDDING

The cost of bidding and submission of RFP documents is entirely the responsibility of Bidders, regardless of the conduct or outcome of the tendering process.

5.13 BID SUBMISSION

Interested eligible Bidders may submit their quotation for Empanelment of Cyber/Digital forensic Audit/Investigation Service provider as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.in/indianbank>. 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 RFP documents. Any other documents sent by any other mode will not be accepted.
2. Any correction should be authenticated by the same signatory with official seal. 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.
3. Bank has the right to accept or reject any quotation/cancel the e-tender at any stage at its sole discretion without assigning any reason thereof.

Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
 - (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the RFP without assigning any reason therefor.
4. Bank reserves the right to negotiate with the lowest quoted Bidder (L1 Bidder) for further reduction in price under exceptional circumstances.
 5. This RFP is not transferable.
 6. The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.



7. Nothing in this Agreement shall obligate either Party to enter into any further Agreements.
8. 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.
9. 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 mentioned above will thereafter be subject to the deadline as extended.

5.14 ACCEPTANCE OF BIDS

Last date for submission of bids is **03:00 PM on 22.11. 2021**. Bids received after **03:00 PM on 22.11. 2021** will not be accepted under any circumstances.

5.15 EVALUATION AND COMPARISON OF BIDS

- General Evaluation

- a) The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in order.
- b) The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- c) Bank may seek additional clarification at the time of evaluation.
- d) Only bids from Bidders meeting the eligibility criteria (as described in the RFP) and submitting complete and responsive bids will be evaluated. The evaluation procedures to be adopted for the bid will be the sole discretion of the Bank and the Bank is not liable to disclose either the criteria or the evaluation report/ reasoning to the Bidder(s).

Bank reserves the right to

- reject the bids not submitted in the prescribed format or incomplete in any manner or not containing sufficient information, in the view of the Bank.
- verify the validity of bid information and reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of evaluation.
- accept or reject any or all bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the RFP process.
- revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.



- alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP.
- modify or relax the eligibility criteria at any time before the bid submission and reserves the right to accept any bid, or to reject a particular bid at its sole discretion without assigning any reason whatsoever.

Bidder/s shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

The calling for quote does not confer any right on the Bidder for being awarded any work order.

- **Technical evaluation**

The Technical Bids will be opened online as per date, time mentioned under schedule of events and bid details of this tender. In the first instance, the technical bids shall be evaluated by the Bank. The Technical bid should be complete in all respects and contain all information asked for. The Technical bid should be complete and indicate that all products and services asked for are considered as per the Scope /Eligibility criterion as specified in the RFP.

- **Commercial evaluation**

Technically qualified Bidders, as evaluated above, alone will be intimated to participate in the Online reverse auction to identify L1 Bidder for awarding contract. 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. The Bidder should have valid digital certificate to participate in the online reverse auction.

Business rules for the auction and the details of the agency who shall conduct the reverse auction will be intimated before online reverse auction process.

The indicative price and online reverse auction price shall be quoted in Indian Rupee only as per the format attached (Doc A (ii), Part I & II).

5.16 CLARIFICATION OF BIDS

During the scrutiny, evaluation and comparison of the offers, the bank may, at its discretion, seek clarification from some or all the Bidders. The request for clarification and the response shall be in writing/email and no change in the substance of the bid shall be sought, offered or permitted.

5.17 LIABILITIES OF BANK

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



5.18 BID AND PROPOSAL OWNERSHIP

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

5.19 BID PRICING INFORMATION

By submitting a signed bid, the Bidder certifies that "The Bidder has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other Bidder of this RFP. No attempt by the Bidder, to induce any other Bidder to submit or not to submit a bid for restricting competition, has occurred."

5.20 NEGOTIATION

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

5.21 POST QUALIFICATION

The Bank will determine to its satisfaction whether the Bidder selected is qualified to perform the contract. The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidences of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Bank deems necessary and appropriate, including details of experience and records of past performance.

5.22 NOTIFICATION OF AWARD

The acceptance of a Bid subject to contract, will be communicated in writing/email at the address/email supplied for the Bidder in the RFP response. Any change of address of the Bidder, should therefore be promptly notified to The Asstt General Manager, Information Systems Security Department, Indian Bank, 66, Rajaji Salai, Chennai – 600 001, Tamil Nadu. Contact phone No: 044- 25269722 / 25269709 email-id – issc@indianbank.co.in, biswadip.haldar@indianbank.co.in, anil.lakra@indianbank.co.in

5.23 AWARDING OF CONTRACT AND SIGNING OF CONTRACT

On successful completion of the Online Reverse Auction, the L1 Bidder will be shortlisted and eligible for the award of contract subject to successfully fulfilling all other Criterion as Stipulated in the RFP.

Acceptance of Work Order should be submitted within 7 calendar days of Work Order along-with authorisation letter.

Within 10 working days of Work Order, the successful Bidder shall sign the contract.



5.24 OTHER TERMS AND CONDITIONS

- i. Bank reserves the right to
 - amend / alter/ modify any/ some/ all of the requirements, as it may deem necessary either at its own initiative or in response to clarification sought by interested Applicants and notify the same on its website/e-procurement portal before the last date for submission of response under this RFP. All such amendments shall be binding on the Applicants.
 - modify or relax the eligibility criteria during RFP process without assigning any reason, whatsoever.
 - change the dates mentioned in this RFP document, which will be notified on the Bank's website.
 - seek more information in due course, if considered necessary.
 - waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- ii. The Bidder , by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or to any of their authorized officer(s), including those which are provided by the Bank on its web-site.
- iii. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the bank.
- iv. The information provided by the Bidder in response to this RFP document will become the property of the Bank and will not be returned.
- v. Bank will not be liable for any costs incurred by the applicant in the preparation of the response to this RFP.
- vi. Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- vii. The Bidder shall indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- viii. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or services or any part thereof, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/e-mail/registered post.
- ix. The Bidder shall submit a non-disclosure agreement (**DOC-O**) on behalf of the Bidder and in the individual capacity of all the persons involved after selection of the successful Bidder.



- x. Subject to any law to the contrary and to the maximum extent permitted by law, Bank and its Directors, Officers, Employees, Contractors, Agents, and Advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of Bank or any of its Directors, Officers, Employees, Contractors, Agents or Advisors.
- xi. The selected firm shall have to complete the assigned jobs within the time limits agreed upon with the Bank at the time assigning the job.
- xii. The invitation for RFP and/or allocation of assignments/jobs will be at the sole discretion of the Bank. It is also to be understood and agreed by the BIDDER(s) that decision of the Bank regarding selection of the BIDDER(s) for sending invitation for RFP and allocation of assignments during contract period shall be final and binding on all concerned. No communication in this regard, verbal or written, will be entertained.
- xiii. The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

6 CONDITIONS OF CONTRACT

6.1 ACCEPTANCE OF WORK ORDER

- The successful Bidder shall sign, affix official stamp and date on the duplicate copy of the Work Order and return it to the bank as a token of having accepted the terms and conditions of the purchase order. This bid together with notification of award from the Bank will constitute a binding contract.
- Power of Attorney authorizing the representative to sign the documents to be produced as required.

6.2 SIGNING OF CONTRACT

The successful Bidder(s) shall be required to enter into a contract with Indian Bank, within 10 working days of work order or within such extended period as may be specified by **Chief Manager, Information Systems Security Department, Indian Bank, 66, Rajaji Salai, Chennai 600 001** on the basis of the RFP Document, the RFP/bid and the letter of acceptance submitted by the successful Bidder, and such other terms and conditions, as may be determined by the Bank to be necessary for the due performance of the work.

6.3 SUBJECT OF THE CONTRACT



The BIDDER shall provide services to the Bank's requirement as set out in the request for Proposal issued by the Bank as per the terms and conditions of Agreement entered with the Bank. Wherever there is a conflict between the documents mentioned herein, the following order of precedence shall apply as appearing herein below,

- i. Agreements including all its Schedules entered with the Bank.
- ii. Work Order issued by the Bank in favor of the BIDDER
- iii. Request for Proposal from the Bank.
- iv. Any subsequent amendment/clarification from the Bank in respect of RFP.

6.4 PERFORMANCE BANK GUARANTEE

1. Within TEN (10) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish Performance Security for **3%** of the estimated cost of assignment in the form of Bank Guarantee valid for a period of **42 months** from the date of issue with further one-month claim period as detailed below as per the format given in **DOC - P**
2. The Service Provider shall be responsible for extending the validity date and claim period of the Bank guarantee as and when it is due, on account of non-completion of the project.
3. The performance security submitted by the BIDDER shall be invoked by the Bank if the selected Bidder fails to complete his obligations under the contract. The Bank shall notify the selected Bidder in writing before invoking the Bank guarantee.
4. The performance security shall 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.

6.5. PAYMENT TERMS

- A) 40% Payment of the Retainer ship Amount shall be made to the BIDDER after completion of 1st year of the engagement on completion of the Digital/Cyber Forensic Readiness assessment of the Bank & any assigned Digital/Cyber Forensic investigation assignment on submission of invoice and subject to the satisfaction of the Bank.
- B) 30% Payment of the Retainer ship Amount shall be made to the BIDDER on completion of 2nd year of the engagement as per the assigned scope on submission of invoice after completion of the assignment and subject to the satisfaction of the Bank
- C) Remaining & Final 30% of the Payment of the Retainer ship Amount shall be made to the BIDDER on completion of 3rd year of the engagement as per the assigned scope on submission of invoice after completion of the assignment and subject to the satisfaction of the Bank



- D) On Demand Forensic Incident Audit payment shall be made for additional Man-days (other than 10 mandatory Man-days included in the Retainer ship amount) on successful completion of any Digital/Cyber Forensic Incident Audit Assignment assigned by the Bank on Pro Rata basis @Man-days consumed for the assignment on submission of Invoice subject to the satisfaction of the Bank along with the Retainer ship amount for the corresponding year.
- E) Bank shall not entertain any request for part payment during the course of the assignment from the BIDDER.

6.6. BIDDER'S OFFER

The BIDDER's bid submitted in response to this RFP and subsequent Offers submitted in response to any queries by the Bank shall form part of the Contract.

6.7. OBLIGATIONS OF THE BIDDER

- The BIDDER is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract, and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- The BIDDER is obliged to work closely with the Bank's Co-ordinator(s) and staff and act within the scope of this RFP. The BIDDER is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.
- The BIDDER shall appoint an experienced Representative to manage its performance of the Contract within 7 days from the date of signing of the contract. The Representative shall be authorised to accept orders and notices on behalf of the BIDDER and to generate notices and commit the BIDDER to specific courses of action within the scope of the Contract. The Representative may be replaced only with the prior written consent of the Bank.
- The BIDDER shall complete the assignment and deliver the relevant reports in accordance with Contract requirements or such schedule and specification changes as the BIDDER may be entitled to.
- The BIDDER shall undertake to comply with all the prevailing laws and regulations in India while undertaking the assignment for the Bank.
- Compliance to regulations of Reserve Bank of India/other regulatory agencies – The BIDDER will also undertake to comply with all the requirements of the guidelines of Reserve Bank of India or other appropriate agencies as regards Information Systems Security Standards issued from time to time.
- Performance of the Contract can be treated as complete only after the Bank has received successfully all of the Deliverables and Services as per the terms & conditions of the RFP and subsequent contract executed for it.
- The BIDDER shall undertake to intimate the Bank immediately about any change/development in their organization, during the period of contract, relating to the



requirements of this RFP, including but not limited to change in constitution, professional certifications and availability of professional resources.

- The BIDDER shall undertake to inform Information Systems Security Department of the Bank, before undertaking any other assignment /service to the Bank (other than those covered in this RFP) during the validity of the contract.
- Bank reserves the right to inform IBA/GOI/RBI in case any major vulnerability is noticed after Security Audit within 6 months from the date of security audit.

6.8. TECHNICAL COMPETENCE

- The Bidder shall provide the names of the persons likely to be involved in the audit along with their technical qualifications acquired to prove that the firm possesses the required technical expertise to conduct the audit. The successful Bidder after intimation from the Bank regarding having been selected shall provide, if required by the Bank as proof, Xerox copies/soft copies of educational, technical & professional qualification of the personnel involved in the audit.
- The forensic team would need to have a minimum of 5 years' experience in information security and would need to possess skills and expertise in the areas of intelligence, surveillance, reconnaissance, engineering, computer hacking, cyber forensic & investigation, exploit development, vulnerability research & analysis, penetration testing, threat risk assessment, malware analysis, incident response etc.
- The forensic team deployed for the exercise should have accomplished individuals with expertise in forensic techniques and procedures, standards of practice, and legal and ethical principles to assure accurate, complete, and reliable digital evidence admissible in a court of law, ability to apply forensic to other information security disciplines, such as e-discovery, malware analysis, or incident response etc.

Core Competence should include

- ✚ Legal and Ethical Principles
- ✚ Investigations
- ✚ Forensic Science
- ✚ Digital Forensic
- ✚ Application Forensic
- ✚ Hybrid and Emerging Technologies

- The team deployed should comprise of IT Security professionals having CISA/CISM/CISSP/CEH certifications with specialised Digital Forensic certifications in the respective fields like CCFE (Certified Computer Forensic Examiner), CCE (Certified Computer Examiner), CHFI (Computer Hacking & Forensic Investigator) etc.



- The BIDDER shall utilise only the licensed version of non-destructive tools, if any, to be used for the evaluation purpose with Bank's prior permission.
- The successful Bidder shall ensure adherence to applicable codes of conduct and auditing standards with due professional care.
- **Standards:** It is important to understand which frameworks are used, and which methodologies or best practices should be followed. When an organisation follows these steps, digital forensic can provide great or magical results helping find the root cause of an incident and improve the overall security posture to the organisation.

To Carryout fraud investigations using technology and best practices, its desirable for the Digital/Cyber Forensic Auditor to have basic standards relating to initial capturing of digital evidence, assurance aspects of digital forensic, analysis and interpretation, incident investigation activities etc. wherever applicable. Some such standards are ISO/IEC 27041, ISO/IEC 27042, ISO/IEC 27043, ISO/IEC 27050.

6.9. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

- As the successful Bidder(s) will have access to the data/information of the bank while performing the duty, bank will require the Bidder(s) and their representatives to sign a confidentiality/non-disclosure agreement undertaking not to disclose or part with any information relating to the bank and its data to any person or persons, as may come into possession of the Bidder(s) during course of this assignment. The Bidder shall also give a declaration stating that he does not have any vested interest in applying for this audit. They are also prohibited from transmitting any information through personal email IDs and cloud storage. The successful Bidder should ensure removal of any data/ information of the bank after the completion of the audit period, shall give a commitment to the effect, prior to the commencement of the audit and a confirmation immediately after removal of the same.
- The Non Disclosure Agreement (NDA) has to be executed by the firm as well as individually by the forensic experts performing the forensic investigation/readiness assessment in the format as required by the Bank, on Non-judicial stamp paper of appropriate value.

6.10. DELAYS IN THE BIDDER'S PERFORMANCE

- The BIDDER must strictly adhere to the schedule, as specified in the Contract, executed between the bank and the BIDDER, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following:
 - (a) Claiming Liquidated Damages
 - (b) Termination of the agreement fully or partly



- If at any time during performance of the Contract, the BIDDER should encounter conditions impeding timely delivery of the Systems and/or performance of Services, the BIDDER shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). After receipt of the BIDDER's notice, the Bank shall evaluate the situation and may at its discretion extend the BIDDER's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.
- A delay by the BIDDER in the performance of its delivery obligations due to reasons solely and directly attributable to the BIDDER alone and that was in no way contributed to by any act or omission of the Bank or any event of force majeure shall render the BIDDER liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

6.11. ASSIGNMENT AND SUB CONTRACTING

- The BIDDER shall not assign, in whole or in part, its obligations to perform or right to receive payments under any Contract entered with the Bank.
- The BIDDER shall not franchise or subcontract or delegate or permit anyone other than their personnel to perform any of the work, service or other performance required under the contract without the prior written consent of the Bank.
- All members of the proposed audit team should be employees on BIDDER's pay rolls. No part of the engagement shall be outsourced by the BIDDER to third party.

6.12. TAXES AND DUTIES

- The price charged by the BIDDER for the services performed shall not vary from the contracted schedule of fees. Taxes as applicable will be deducted from the fees, as per prevailing rules at the time of payment.
- The BIDDER is responsible for all taxes levied in connection with performances of Services.

6.13. USE OF CONTRACT DOCUMENTS AND INFORMATION

- The BIDDER shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
- The BIDDER shall not, without the Bank's written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person(s) other than a person(s) employed by the BIDDER or in the performance of the Contract. Disclosure to any such employed person(s) shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for purpose of such performance.
- Any document, other than the Contract itself, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract.
- Any publicity given pursuant to permission given by the Bank shall be subject to the confidentiality requirements as well as within the express authority granted under such permission in writing.



- These provisions shall be applicable for a period of one year after termination of the Contract and completion of assignment.

6.14. PUBLICITY

Any publicity by the Service Provider in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

6.15. LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

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 vendor gross negligence.

If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

6.16. INDEMNIFICATION

- The Successful Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Successful Bidder.
 - ii. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Successful Bidder;
- Further, the Successful Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting



from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements

- i. All indemnities shall survive notwithstanding expiry or termination of the contract and the successful Bidder shall continue to be liable under the indemnities.
- ii. Claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death, loss incurred by Bank on account of wrong recommendations for remediation offered and in these cases the liability will be unlimited.

6.17. TERMINATION FOR CONVENIENCE

The Bank, by 30 days written notice sent to the 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 BIDDER under the Contract is terminated, and the date upon which such termination becomes effective.

6.18. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the adult firm, may terminate this Contract in whole or in part:

- if the Selected Bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- if the Selected Bidder fails to perform any other obligation(s) under the Contract.
- If the Selected Bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'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.

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 BIDDER shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the BIDDER shall continue performance of the Contract to the extent not terminated.

6.19. LIQUIDATED DAMAGES

- The liquidated damages will be an estimate of the loss or damage that the bank may have suffered due to delay in performance of the obligations (investigation & submission of report) by the BIDDER under the terms and conditions of the contract and its amendments and the BIDDER shall be liable to pay the Bank as liquidated damages at the rate of 0.5% of the contract price for delay of every week or part thereof. Once the penalty crosses 10% of the contract price, the Bank reserves the right to cancel the contract or take any other suitable penal action as deemed fit.
- Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the BIDDER either as per the Contract, executed between the Bank and the BIDDER pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the BIDDER.

6.20. 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 reasonable 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. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. 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.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate



without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

6.21. NOTICES

- Any notice given by one party to the other pursuant to Contract shall be sent to the other party in writing to the other party's address.
- A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.22. RESOLUTION OF DISPUTES

- The Bank and the BIDDER shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the BIDDER have been unable to resolve amicably a Contract dispute, either party may require, by giving notice, that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a mutually agreed third party, adjudication in an agreed national forum.
- 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. Arbitration may be commenced prior to or after delivery of the services under the contract.
- The dispute resolution mechanism to be applied shall be as follows:
 - (a) In the event of any controversy or dispute or difference arising between the Bank and BIDDER regarding the interpretation of any part of the agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in the 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 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 Indian Banks' Association (IBA), India which appointment shall be final and binding on the parties.
 - (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, Indian Banks' Association (IBA), India shall appoint the Arbitrator. A certified copy of the order of the Chairman, Indian Banks' Association (IBA) making such an appointment will be furnished to each of the parties.



- (c) Where the value of the contract is Rs. One Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
 - (d) 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.
 - (e) The decision of the majority of arbitrators shall be final and binding upon both the 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.
 - (f) Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.
- Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligation under the contract unless they otherwise agree.

6.23. JURISDICTION

Any dispute arising out of this order/contract will be under the jurisdiction of Courts of Law in Chennai.

6.24. GOVERNING LAW

The Contract shall be subject to and construed and interpreted in accordance with the laws of India.

6.25. GOVERNING LANGUAGE

All correspondence and other documents pertaining to the contract shall be written in English only.

7 INSTRUCTIONS TO BIDDERS FOR E-TENDERING

These Instructions for e-Tendering supplement other terms and conditions of this RFP.

7.1. GENERAL INSTRUCTIONS :-

7.1.1. RULES FOR WEB PORTAL ACCESS

- Bidder should be in possession of Digital Certificate in the name of company/Bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their



digital certificates with the service provider at least two days before due date of submission.

- E-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
- Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of power or internet connectivity or technical glitches at Bidder end (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
- In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
- However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- Failure of power at the premises of Bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
- On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
- Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
- Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time mentioned in the RFP document. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
- However, during the submission of bid, if any Bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

7.1.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.in/indianbank>), Bidder needs to register on the e-tendering portal. The Bidder should visit the home-page of the portal and to the Portal Enrolment for new Bidder link.



The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scanned copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the reverse auction through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100, 99432 77499 / 8951944383
Support Email: gunaseelan.m@antaressystems.com

7.1.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a) Eligibility Criteria, along with all supporting documents required.
- b) Indicative Commercial Bid in the given format (Doc-A (ii)-Part I)
- c) All Annexures as per this RFP on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- d) Compliance to Technical Qualifications as per Bid.
- e) Any other information sought by the Bank with relevant to this RFP

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in RFP documents. If the files to be uploaded are in PDF



format, ensure to upload it in “Searchable” PDF Format. After filling data in predefined forms Bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating “search” on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

7.1.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at Bidder PC system like zipping etc. It shall be the responsibility of Bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be Bidder’s responsibility only.

7.1.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the RFP Reference number, due date, Name of the Bidder, etc.

- DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in the RFP document)

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document along with the required format mentioned in the RFP.

The Bidder is requested to submit the Demand Draft in a Sealed Envelope on or before **09.11.2021 11:00 AM** to the address mentioned under “Schedule of events and Bid Details Clause No. 7” of this RFP. The envelope shall be super scribed as

“Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:

- 1) **Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) **On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank’s Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.”**



In case of transfer of Cost of Bid document through electronic mode, mail confirmation must be sent to the email address provided below before the pre-bid meeting to be held on 09.11.2021 at 03:00PM

issc@indianbank.co.in,
biswadip.haldar@indianbank.co.in,
anil.lakra@indianbank.co.in

7.1.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the Bidder should visit the e-tendering portal (<https://www.tenderwizard.in/indianbank>), click on System Requirement Manual/ User Manual.

The following ‘Four Key Instructions’ for Bidders must be assiduously adhered to

- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance before RFP submission deadline on e-tendering portal.
- b.** Register your organization on e-tendering portal well in advance before RFP submission deadline on e-tendering portal
- c.** Get your organization’s concerned executives trained on e-tendering portal well in advance before RFP submission deadline on e-tendering portal
- d.** Submit your bids well in advance of RFP submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.

8 ELIGIBILITY CRITERIA

Only Companies/LLPs/Firms which are listed in the latest panel of Information Systems Auditors maintained by Computer Emergency & Response Team, India [CERT-IN] as on date preferably having Digital / Cyber Forensic Analysis and Investigation capability as one of the specialized /Core Competence areas of operation may apply. Applicants who are not empanelled with CERT-In as above or have been blacklisted / barred / disqualified by any regulator / statutory body or the Applicant is otherwise involved in any such incident with any concern whatsoever, where the job undertaken / performed and conduct has been questioned by any authority, which may lead to legal action, are barred from being considered for selection, hence they need not apply and no further correspondence shall be made with them. If such incident comes to light post selection, the contract with the BIDDER shall be treated as cancelled at no cost to the Bank.



SN	Eligibility Criteria	Proof to be enclosed
1.	The Applicant should be a Company registered under Companies Act, 1956/2013 or LLP registered under Limited Liability Partnership Act, 2008 or Partnership Firm registered under Indian Partnership Act, 1932 and should have been operating for at least five years in India as on 31.03.2021.	Copy of Certificate of Incorporation, Memorandum and Articles of Association and / or copy of Registered Partnership Deed (DOC-F)
2.	The Bidder should have been in the business of rendering Digital/Cyber Forensic services for minimum 5 (FIVE) years since inception.	Self-declaration (DOC-R)
3.	The Bank intends to engage those applicants who are included in the latest panel of Information Systems Auditors maintained by Computer Emergency & Response Team, India [CERT-IN] as on date, preferably having Digital / Cyber Forensic Analysis and Investigation capability as one of the specialized /Core Competence areas of operation.	Copy of valid CERT-In certificate (DOC -G)
4.	The applicant should have positive net worth and should have turnover of more than Rs 10.00 Crores from IT Security/Audit Services in each of the last three Financial years (FY 2021-2020,FY 2020-2019 & FY 2019-2018)	Certificate from the Chartered Accountant confirming the same (DOC-H)
5.	The Prospective team should have minimum 10 resources with minimum 5 years of experience in IT Security domain/Digital Cyber Forensics having any of the following certifications - CISA / CISSP /CEH/ CISM with at least 2 individual resources having any of the additional Professional Forensic certifications – CCFE (Certified Computer Forensic Examiner), CCE (Certified Computer Examiner), CHFI (Computer Hacking & Forensic Investigator) - (Copies of Certificates of all the resources and their resume with details on role/ jobs handled etc. for each of above certificates are to be submitted). Other certifications in Web App Penetration Testing and Ethical Hacking (Web Application Penetration Tester); Wireless Ethical Hacking, Penetration Testing and Defense	Declaration should be submitted by authorised signatory in the prescribed format (Doc C) & (DOC I)



	(Assessing Wireless Network); Advanced Penetration Testing, Exploits and Ethical Hacking (Exploit Researcher and Advanced Penetration Tester) are desirable. The Bidder is required to provide at least 5 indicative resumes/CVs of the prospective project team members having qualifications /certifications/experience as mentioned above.	
6.	The applicant should have the capability and willingness to deploy competent resources to carry out the assignment entrusted by the bank at Chennai, Mumbai or anywhere in India having Bank branches as per the requirement of the Bank and the occurrence of the incidence.	Declaration to be submitted in the prescribed format (Doc-I)
7.	<ul style="list-style-type: none"> ➤ The applicants or their promoters or sister / group concerns should not be involved in any legal case that may affect the applicant's solvency / existence or in any other way affect the applicant's capability to provide / continue the services to the Bank. ➤ The applicant should also not be involved in any litigation / arbitration proceeding. The Bidder must warrant that there are no legal actions being taken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the requirements as stated in this RFP ➤ The applicant should not have been blacklisted nor have been technically disqualified on the grounds of non-performance of contract, by any Government Department / Statutory Body / Public Sector Undertaking / Public Sector Bank in India. ➤ The name of the applicant or its promoter/partner etc. should not be in the defaulter/barred/caution list published/ displayed at web sites of public/ Autonomous bodies such as Cert-In/ RBI/ IBA/ ECGC/SEBI/ICAI. 	Self-Declaration / Certificate of Fair Practices Code in the prescribed format An undertaking specifying the nature of the legal action and the reasons why this shall not affect the Bidder's ability to deliver shall be provided. (Doc-J) & (DOC-L)



	<ul style="list-style-type: none"> ➤ The applicant or its sister concern should not have been involved in any unlawful activity as per the laws of the land. 	
8.	<p>Applicant or their subsidiaries/sister concerns</p> <ul style="list-style-type: none"> ➤ whose Partner/Director is a member of the Bank's Board. ➤ who have undertaken IS Audit of the Bank presently or in the last one year as on 31.03.2021. <p>shall not be eligible to participate in the RFP</p>	<p>Self-Declaration in the prescribed format (DOC J)</p>
9.	<p>The Bidder should have provided Digital/Cyber forensic analysis services for at least Five (5) BFSI/Public/Private organizations during the last five years.</p>	<p>Supporting documents including PO/WO to be submitted.(DOC Q)</p>
10.	<p>The Bidder should have their own forensic lab with deep-freeze or should have tie-up with such service providers for developing cyber forensic capability.</p>	<p>Relevant details/ documents regarding the same should be submitted to the Bank. (DOC Q)</p>
11.	<p>To ensure independence, the Bidder should not be a System Integrator for Network/SOC/CBS for the Bank IT Infrastructure either presently or for the last one year as on 31.03.2021..</p>	<p>Undertaking letter in this regard should be submitted. (DOC J)</p>

Bank reserves the right to seek more information in due course, if considered necessary.



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Date: 29/10/2021

9 DOCUMENTS TO BE SUBMITTED AS PART OF BID

Documents	Details	Whether attached (Y/N)
Doc-A (i)	RFP Response format and Undertaking – Covering Letter in Letter head signed by Authorized Signatory in the prescribed format	
Doc-A (ii) (Part I)	Indicative Commercial Bid	
Doc-B	Letter of Authority / Power of Attorney for participation in the RFP on behalf of the company / LLP / Firm	
Doc-C	Details of BIDDER, SPOC of the BIDDER and Core Audit Team	
Doc-D	Bid Security Declaration	
Doc-E	(i) Demand Draft for Rs. 5000/- favoring Indian Bank and payable at Chennai OR Declaration for MSME registration OR Declaration of electronic payment details. (ii) Format Of Guarantee In lieu of Bid Security	
Doc-F	Documentary proof of existence / Copy of Certificate of Incorporation / Memorandum and Articles of Association in case of company and Registered Partnership Deed in case of LLP/firm/Existence	
Doc-G	Documentary proof of Empanelment with CERT-In	
Doc-H	Certificate from Chartered Accountant regarding the Organization's Positive net worth & turnover of more than 10 Cr in each of the last three financial years of the applicant. (FY 2021-2020, FY 2020-2019 & FY 2019-2018)	
Doc-I	Format of confirmation of professional qualifications	
Doc-J	Declaration / Fair Practices Code Undertaking	



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Doc-K	Undertaking for MSE Benefits (if applicable)	
Doc-L	Self-Declaration – Blacklisting	
Doc-M	Copy of Bank's Request for Proposal along with amendments / clarifications, if any, duly signed by the authorized signatory of the applicant in acknowledgement of the terms and conditions	
Doc-Q	Details of Professional Experience /Forensic Lab arrangement	
Doc-R	Self-declaration by the Bidder for having been in the business of rendering Digital/Cyber Forensic services for minimum 5 (FIVE) years since inception.	

Document to be submitted Post selection by the successful Bidder

Doc-N	Contract Form	
Doc-O	Non-Disclosure Agreement	
Doc-P	Format of Performance Guarantee to be submitted	
Doc-A (ii) (Part II)	Final Commercial BID to be submitted by L1 bidder post Reverse Auction	



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Date: 29/10/2021

10

FORMATS

DOC-A (i) – RFP RESPONSE FORMAT AND UNDERTAKING

(Letter to the Bank signed by Authorised Signatory on the Applicant's letter head)

To

Indian Bank,
Information Systems Security Department
66 Indian Bank Buildings, Rajaji Salai
Chennai – 600 001

Dear Sir,

Sub: **Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:**

- 1) **Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) **On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.**

Ref: RFP No IB:CO/ISSD/259/2021-22 DATED 29.10.2021

With reference to the above RFP, having examined and understood the instructions, terms and conditions, we hereby enclose our offer for the captioned services , as detailed in your above referred inquiry.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP. We further confirm that the information furnished in the proposal, annexures, formats, etc is correct. Bank may make its own inquiries for verification and we understand that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct. We also confirm that we shall abide by the conditions, clauses, terms and conditions mentioned in the RFP document.

We confirm that we are CERT-In empanelled BIDDER and the validity of the empanelment is _____. We undertake to submit the Certificate of Renewal from CERT-IN immediately after the expiry of validity. We understand that Bank may terminate the contract in case our organization ceases to be on CERT-IN Empanelled list. We understand that the Bank may debar us from participating in future tenders and report the matter to regulatory authorities in case any of the details furnished are found to be false.



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Date: 29/10/2021

We confirm that the offer shall remain valid for 90 days from the closing date for submission of the bid.

We undertake to intimate the Bank immediately about any change/development in our organization during the period of contract relating to the requirements of this RFP, including but not limited to change in constitution, professional certifications and availability of professional resources. We also undertake to inform Head Office Information Systems Security Department of the Bank, before undertaking any other assignment/service to the Bank (other than those covered in this RFP) during the validity of the contract period.

We understand that the Bank is not bound to accept the offer either in part or in full. If the Bank rejects the offer in full or in part, the Bank may do so without assigning any reasons thereof.

We further acknowledge that we cannot hold the Bank responsible for any breach of dates in the course of this RFP process.

We understand that Bank is not bound to accept any or all responses received with regard to the captioned RFP. We also understand and accept that it does not confer any right with regard to participation in any manner whatsoever and Bank at all times will have absolute right in its decision and is authorised to suspend our candidature without assigning any reason.

We declare that we have disclosed all material information, facts and circumstances to the Bank.

We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other Applicants for the audit, in connection with the preparation and/or submission of our responses.

If selected, we understand that it would be on the basis of the eligibility criteria as specified in the captioned RFP. If our bid is accepted, we will furnish Guarantee from a Scheduled Commercial Bank in a sum equivalent to Performance Security for **3%** of the estimated project cost valid for 42 months from the date of issue with further one-month claim period for the due performance of the Contract, in the form prescribed by the Bank.

We acknowledge and understand that in the event that the Bank discovers anything contrary to our above declarations; it is empowered to forthwith disqualify us from further participation in the process.

It is hereby confirmed that I/We are entitled to act on behalf of our company/LLP/ firm and authorized to sign this document as well as such other documents, which may be subsequently called for in connection with this RFP.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal)

Date:



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC – A (i)
PART – I (Indicative Commercial BID)
(To be submitted Online along with Technical Bid)

Date:

To
Indian Bank,
Information Systems Security Department
66 Indian Bank Buildings, Rajaji Salai
Chennai – 600 001

Dear Sir,

Sub : **Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:**

- 1) **Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) **On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.**

Ref : **RFP No IB:CO/ISSD/259/2021-22 DATED 29.10.2021**

With reference to the above RFP, we hereby submit our indicative commercial bid with price breakup as detailed under

S.No	Description	Unit	Unit Cost	Total Cost (In Rs.)
		X	Y	Z=X*Y
1	A) Overall Cost of Retainer ship for a period of 3(THREE) years for Digital Forensic Audit Services : Digital / Cyber Forensic Readiness Assessment of the Bank as per scope defined along with a provision for 10 Man-days of On Demand Digital Forensic Incident Audit / Investigation and Analysis for conduct of any Digital Forensic Audit assigned by Bank , as per the assigned scope, spread over a period of three years.	1	
2	B) Cost of On demand Digital / Cyber Forensic Incident Audit / Investigation and Analysis Services for additional 25 man-days spread over 3 years, which will be payable on conduct of Audit on Pro-rata basis as per the utilised man –days @ Rate per man-day\$ (25 *Rate per Man Day)	25 (Rate per Man day)	



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

	\$The rate per man-day as quoted will be applicable for any additional man-days requirement over and above A & B within a period of 3 years			
#Grand Total (In Rs.) (A +B)				

Total Rupees in words: _____

Price is inclusive of all the charges. but exclusive of taxes only. TDS if any, will be deducted from the payment at the source.

List of Deviations:

- 1)
- 2)

(If left blank, it will be construed that there is no deviation from the specifications given above)

We agree for bid validity of 90 days.

We undertake, if our bid is accepted, to complete the services in accordance with the scope & schedule specified in the RFP document.

We undertake that, in competing for (and, if the award is made to us, in executing) the above project, 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 quotation you may receive.

We clarify/confirm that we comply with the eligibility criteria of the project.

This bid together with your notification of award will constitute a binding contract between us.

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

We agree to the terms of payment mentioned in your RFP.

We submit that we shall abide by your terms and conditions governing mentioned in your RFP.

We submit that the details given above are true to the best of our knowledge.

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

Signature of the Bidder
(Authorized Signatory)
Company Seal
Place:
Date:

Name:
Company Name & Address:
Mobile No:
e-mail id:



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC – A(ii)
PART – II (Final Commercial BID)
(To be submitted after online reverse auction)

Date:

To
Indian Bank,
Information Systems Security Department
66 Indian Bank Buildings, Rajaji Salai
Chennai – 600 001

Dear Sir,

Sub: **Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:**

- 1) **Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) **On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.**

Ref : 1. RFP No IB:CO/ISSD/259/2021-22 DATED 29.10.2021
2. Online reverse auction dated _____

Further to online reverse auction conducted on _____, we give below the revised Commercial details as submitted by in the Reverse Auction.

S.No	Description	Unit	Unit Cost	Total Cost (In Rs.)
		X	Y	Z=X*Y
1	C) Overall Cost of Retainer ship for a period of 3(THREE) years for Digital Forensic Audit Services: Digital / Cyber Forensic Readiness Assessment of the Bank as per scope defined with a provision for 10 Man-days of On Demand Digital Forensic Incident Audit / Investigation and Analysis for conduct of any Digital Forensic Audit assigned by Bank , as per the assigned scope, spread over a period of three years.	1	
2	D) Cost of On demand Digital / Cyber Forensic Incident Audit / Investigation and Analysis Services for additional 25 man-days spread over 3 years, which will be payable on conduct of Audit on Pro-rata basis as per the utilised man –days @ Rate per man-day\$ (25 *Rate per Man Day)	25 (Rate per Man day)	



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

	\$The rate per man-day as quoted will be applicable for any additional man-days requirement over and above A & B within a period of 3 years			
#Grand Total (In Rs.) (A +B)				

Total Rupees in words: _____

Price is inclusive of all the charges. but exclusive of taxes only. TDS if any, will be deducted from the payment at the source.

List of Deviations:

- 1)
- 2)

(If left blank, it will be construed that there is no deviation from the specifications given above)

We agree for bid validity of 90 days.

We undertake, if our bid is accepted, to complete the services in accordance with the scope & schedule specified in the RFP document.

We undertake that, in competing for (and, if the award is made to us, in executing) the above project, 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 quotation you may receive.

We clarify/confirm that we comply with the eligibility criteria of the project.

This bid together with your notification of award will constitute a binding contract between us.

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

We agree to the terms of payment mentioned in your RFP.

We submit that we shall abide by your terms and conditions governing mentioned in your RFP.

We submit that the details given above are true to the best of our knowledge.

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

Signature of the Bidder
(Authorized Signatory)
Company Seal
Place:
Date:

Name:
Company Name & Address:
Mobile No:
e-mail id:



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC-B

**LETTER OF AUTHORITY / POWER OF ATTORNEY FOR PARTICIPATION IN THE RFP
ON BEHALF OF THE COMPANY / LLP / FIRM**

(Letter to the Bank on Applicant's letter head)

RFP No IB:CO/ISSD/259/2021-22 DATED 29.10.2021

I, _____, the Company Secretary/ authorized person of
_____ [Name of Company / LLP / Firm], certify that
_____ who signed the bid in response to Bank's above referred RFP is
/are authorized to do so and bind the Company/LLP / Firm by authority of its board/governing
body.

Date:

Signature

(Organization's Seal) (Name)



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC-C

DETAILS OF BIDDER, SPOC OF THE BIDDER AND CORE AUDIT TEAM

(Letter to the Bank signed by Authorised Signatory on the Applicant's letterhead)

Date:

To,
The Assistant General Manager
Indian Bank, Head Office
Information Systems Security Department

Dear Sir / Madam,

Sub : Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:

- 1) Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities
- 2) On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.

Ref : RFP No IB:CO/ISSD/259/2021-22 DATED 29.10.2021

I. Details of the BIDDER:

S. No	Details	
1.	Name of the Bidding Organization	
2.	Constitution	
3.	Year of Incorporation	
4.	Registered Office / Complete Postal Address	
5.	Telephone, Mobile and Fax Numbers	
6.	Email Address	
7.	Name and address of the directors/ Partners	
8.	Date of original empanelment with CERT-In and Expiry date of current empanelment.	
9.	Whether "Digital / Cyber Forensic Investigation/Audit" is one of the specialized /Core Competence areas of operation as per CERT-In listing .(Y/N)	



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

II. Single Point of Contact (SPOC) for all Bank related queries and assignments undertaken :

Details	Contact 1	Contact 2
Name of the Contact		
Title / Designation		
Telephone Number		
Fax No		
Mobile Number		
Email address		
Address for communication		

III. Profile of Forensic Audit team to be assigned for the project

SN	Name	Designation	Part time/ Full time	Professional Qualification	Years of Forensic Audit experience in the Bidding firm	Whether having Professional Forensic certifications – CCFE (Certified Computer Forensic Examiner), CCE (Certified Computer Examiner), CHFI (Computer Hacking & Forensic Investigator) (Y/N)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal)



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC-D

BID SECURITY DECLARATION

To
Indian Bank
Head Office
Information Systems Security Department
Chennai 600 001

Sub : **Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:**

- 1) Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.**

Ref : **RFP No IB:CO/ISSD/259/2021-22 DATED :29.10.2021**

We, M/s (Bidder) intending to submit the bid for conduct of

- 1) Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.**

as per the RFP Dated declare that the firm having registered office at (Address of the Bidder) shall abide by the following conditions

1. We shall not withdraw our bid during the period of bid validity
2. If the Bank has notified acceptance of the bid, we shall not refuse to execute the contract.

In case we fail to execute the terms of this contract to the satisfaction of the Bank, we understand the failure on part of the BIDDER / organisation shall be intimated to regulatory authorities, IBA and CERT-IN.



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

(Signature with seal of authorised signatory)

DOC-Q

(PROFESSIONAL EXPERIENCE/FORENSIC LAB DETAILS)

RFP No IB:CO/ISSD/259/2021-22 DATED :29.10.2021

Sub : Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:

- 1) Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities
- 2) On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.

A. Details of PO /WO in respect of Digital/Cyber forensic Investigation & analysis services for at least Five BFSI/Public/Private organizations during the last Five years.

SN	Name of the Organisation	BFSI/Public /Private Organisation	PO Number	PO Date	Nature of Digital /Cyber Forensic services provided*	No. of days taken for completion of the Audit	Copy of PO /WO attached (Y/N)
1.							
2.							
3.							
4.							
5.							

*Case details and any relevant details may be provided as Annexure

B. Details of the Forensic lab of the Bidder with deep-freeze or tie-up with such service providers for developing cyber forensic capability.

SN	Details of the Cyber Forensic Lab	Owned by the Bidder (Y/N)	If 'N' then details of or tie-up with service providers	Relevant Documents attached (Y/N)
1.				

(Signature with seal of authorised signatory)



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC – I
FORMAT OF CONFIRMATION OF PROFESSIONAL QUALIFICATIONS
(on applicant's letter Head)

Sub : Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:

- 1) Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities
- 2) On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.

Ref : RFP No IB:CO/ISSD/259/2021-22 DATED :29.10.2021

I/We, the undersigned and the Authorised Signatory declare that we are having resources with sufficient domain and technical knowledge in respect of development, security ,Audit and Digital /Cyber Forensic Assessment/ Incident Audit involving various Digital/Cyber IT environment & applications including CBS, Swift & PG, Internet Banking, Mobile Banking applications, FRM solution, reconciliation mechanism, card payment security etc.

The Brief profile of our Partner / Director is furnished hereunder:

S No	Name	Professional Qualification	valid up to, if applicable	Experience in brief

We confirm that the employees involved in this project with the Bank as per RFP Dated is having the required qualification and the details are accurate as provided in the format "Profile of Core Audit Team to be assigned for the project"

I/We confirm having personally verified the documentation in respect of the qualification obtained by the personnel and the validity of the professional qualifications. We confirm that the details provided are accurate.



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

I/We also confirm that background verification of the personnel has been conducted prior to their employment with us.

I/We note to provide documentary evidence of the qualifications or professional certifications obtained by the personnel as and when required by the Bank.

I/We note to inform the bank whenever any professional qualification so obtained by the Personnel lapses and note to provide the details of renewed certifications.

We also note to inform the bank promptly in writing if any of the Key Personnel involved in the audit of the Bank leaves the organisation.

I/We undertake not to deploy any professional, who was in the services of the Bank in the last 36 months prior to the date of accepting any audit assignment from the Bank.

I/We confirm that our Firm is having the capability and willingness to deploy competent resources to carry out assignments entrusted by the bank at Chennai, Mumbai or anywhere in India with Bank's branches as per the requirement of the Bank and the occurrence of the incidence.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal)



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC-J

DECLARATION / FAIR PRACTICES CODE UNDERTAKING

(On Applicant's Letter head)

Sub : **Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:**

- 1) Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) On-demand Digital/Cyber Forensic Services in order to investigate a computer /cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.**

Ref : **RFP No IB:CO/ISSD/259/2021-22 DATED :29.10.2021**

We, hereby declare/undertake as under:

We, _____ (The applicant) or our promoters or sister concerns or our group companies /LLPs / firms/ organizations/ agencies are not involved in any legal case that may affect our solvency / existence or in any other way affect our capability to provide / continue the services to the Bank.

We are not involved in any dispute / litigation / arbitration proceeding relating to performance of any contract undertaken by us.

We have not been blacklisted nor have been technically disqualified on the grounds of non-performance of contract, by any Commercial Banks/ Public Sector Organisation/ Statutory Body/ any Government agency /Ministry or Department of Government of India or State Governments and we undertake to inform the Bank immediately about any such blacklisting / disqualification, if arise in future.

The Name of our company/LLP/firm or its promoter/partner etc. are not in any of the defaulter/barred/caution list published/ displayed at web sites of public/ Autonomous bodies such as RBI/ IBA/ ECGC/SEBI/ICAI.

We further declare and confirm that our company/LLP/firm or its sister concern has not been involved in any unlawful activity as per the laws of the land.



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

None of the Partners/ Directors of the firm/LLP / company is a member of the Bank's board.
We/our sister concerns have not undertaken statutory audit of the Bank presently or in the last one year as on 31.03.2021.

We have not been appointed as System Integrator for Network/SOC/CBS for the Bank IT Infrastructure or have conducted Enterprise wide Network/IS audit for the Bank either presently or for the last one year as on 31.03.2021.

We undertake that, in competing for and, if we are selected, in executing the Agreements, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that our firm is having the capability and willingness to deploy competent resources to carry out assignments entrusted by the bank at Chennai, Mumbai or anywhere in India as per the requirement of the Bank and the occurrence of the incidence.

When the assignment is entrusted, we shall ensure that the audit work is done by qualified Professionals having requisite expertise.

We note to certify that the person who is going to conduct the audit is on our rolls and we note to provide information on the personnel as per format DOC-I and mention the length of his/her service with us.

We undertake not to deploy any professional, who was in the services of the Bank in the last 36 months prior to the date of accepting the assignment from the Bank.

We understand that we are bound by the confidentiality agreement / NDA to be signed by our organization in case we are given the assignment and we shall ensure removal of any data/ information of the bank from our systems / hard discs / mails after the completion of the audit period and provide confirmation immediately after removal of the same. During the period of conduct of assignment, we shall not share any confidential information through personal email IDs / cloud storage.

We undertake to intimate the Bank immediately about any change/development in our organisation relating to the requirements of this RFP, including but not limited to change in constitution, professional certifications and availability of professional resources.

Signature

(Authorized signatory with seal)



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC -K
UNDERTAKING FOR MSE BENEFITS

To
Assistant General Manager
Indian Bank
Information Systems Security Department
66, Rajaji Salai, Chennai
600 001
India

Dear Sir,

Sub: **Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:**

- 1) **Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) **On-demand Digital/Cyber Forensic Services in order to investigate a computer /cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.**

Ref: **RFP No IB:CO/ISSD/259/2021-22 DATED :29.10.2021**

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

a) Issue of RFP Documents to MSEs free of Cost

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future RFP/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC – L
SELF DECLARATION – BLACKLISTING

To

Assistant General Manager
Indian Bank
Information Systems Security Department
66, Rajaji Salai, Chennai
600 001
India

Dear Sir,

Sub : **Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:**

- 1) **Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) **On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.**

Ref : **RFP No IB:CO/ISSD/259/2021-22 DATED :29.10.2021**

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: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC – R
SELF DECLARATION – BUSINESS EXISTENCE

To

Assistant General Manager
Indian Bank
Information Systems Security Department
66, Rajaji Salai, Chennai
600 001
India

Dear Sir,

Sub : **Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:**

- 1) **Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) **On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.**

Ref : **RFP No IB:CO/ISSD/259/2021-22 DATED :29.10.2021**

We hereby certify that, having been in the business of rendering Digital/Cyber Forensic services for minimum 5 (FIVE) years since inception.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC- N
CONTRACT FORM

THIS AGREEMENT made theday of.....2021 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter “the Bank”) of the one part and (Name of BIDDER) having its Registered Office at (Address of the BIDDER) (hereinafter called “the BIDDER”) of the other part :

WHEREAS the Bank invited bids vide Ref: IB:CO/ISSD/259/2021-22 dated 29/10/2021 for conduct of “**Empanelment of Digital/Cyber Forensic Investigation/Audit Service Provider for a period of THREE years through RFP process for availing:**

- 1) **Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities**
- 2) **On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank’s Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident.”** and has accepted a bid by the Bank for the provision of services for the sum of Rs. (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) RFP Ref. no. dated & its amendments (if any)
 - (b) RFP Response Format, Undertaking and the Commercial submitted by the Bidder;
 - (c) the Conditions of Contract;
 - (d) the Purchaser’s Notification of Award/Purchase Order.
3. In consideration of the payments to be made by the Bank to the BIDDER as hereinafter mentioned, the BIDDER hereby covenants with the Bank to provide the services to support the Bank and provide suggestions as per the scope defined in the RFP (Clause No. 2).



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

4. Other terms & Conditions:

(i) The relationship between the Bank and BIDDER is on principal to principal basis. Nothing contained herein shall be deemed to create any association. Partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and BIDDER hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party or the person / workmen engaged by the said BIDDER cannot claim any right relationship against Bank.

(ii) Any dispute arising out of this order/ contract will be under the jurisdiction of Courts of Law in Chennai and it shall be subject to and construed and interpreted in accordance with the laws of India.

(iii) In the event of any dispute between the Bank and BIDDER related to agreement such dispute shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal / other legal recourse.

5. The Bank hereby covenants to pay the BIDDER in consideration of the services provided as per the terms of this RFP..... dated

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

S. No.	BRIEF DESCRIPTION OF SERVICES	PRICE

TOTAL VALUE:

DELIVERY SCHEDULE: As per Clause 4 of the RFP

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 BIDDER)
in the presence of:.....



Ref: IB:CO/ISSD/259/2021-22

Date: 29/10/2021

DOC- 0
NON DISCLOSURE AGREEMENT

This Agreement made at _____, on this _____ day of _____ 2021.. **BETWEEN** _____ (Name of BIDDER) having its registered office at _____ (hereinafter referred to as "BIDDER" 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" or "**Bank**" 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 Bank is interalia engaged in the business of banking and M/s ... has engaged in the business of

The Bank has placed order on the service provided for..... ((hereinafter referred to as "**the Purpose**") vide purchase order no..... dated.... And the BIDDER has accepted the same and the parties have entered in a contract on.....

In the course of performance of obligations under the said Purchase order/contract, 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.

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 performance of obligations under the above contract and in connection with the purpose. Confidential Information shall include data, any copy, abstract, extract, sample, note or module thereof.

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

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

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



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- 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



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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 the above said purchase order/contract 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 obligations of Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in time except and, until such information enters the public domain

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.

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



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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. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any party 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 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.

12. 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

13. 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.

14. 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:



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DOC-P

FORMAT OF PERFORMANCE BANK GUARANTEE

(To be submitted by successful Bidder)

Bank Guarantee No.

Date:

To:

**INDIAN BANK
CHENNAI, INDIA.**

WHEREAS (Name of Selected Bidder) hereinafter called "the Selected Bidder") has undertaken, in pursuance of Purchase Order Ref. No. dated against RFP Ref. dated for "1. Digital/Cyber Forensic Readiness Assessment of our bank in order to analyse, identify and mitigate the deficiencies, if any, in the Forensic Incident handling, log collection and storage capabilities 2) On-demand Digital/Cyber Forensic Services in order to investigate a computer/cyber incident, analyse the root cause, identify the intruder and provide assistance to the Bank's Legal team with presentable evidences for prosecution of the perpetrator in a court of law in the event of any incident" (Hereinafter called "the Contract") to you.

AND WHEREAS it has been stipulated by you in the said Contract that the Selected Bidder shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein as security for compliance with the Selected Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the selected Bidder a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Selected Bidder, 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 Selected Bidder 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.....2021.....and claim period is up to

Signature of Authorized Official with Seal



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Date.....2021

Address:

.....

NOTE:

1. Selected Bidder 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 shall be on a Non-Judicial Stamp Paper of requisite value.

