

Ref: CO/ISSD/295/2021-22

Date: 29/12/2021



OPEN RFP

REQUEST FOR PROPOSAL (RFP)

For

**Selection of Information Security Service Provider
For a period of THREE years for availing:**

**Spear Phishing Simulation and Security Awareness/Training Solution
(CLOUD HOSTED SaaS MODE)**

RFP No: CO/ISSD/295/2021-22

DATED 29.12.2021

**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	07.01.2022 at 11:00 HOURS
Last Date for receipt of bids	19.01.2022 at 15:00 HOURS
Date and time of opening Technical bids	19.01.2022 at 15:30 HOURS

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SECTION-I

INVITATION FOR BIDS (IFB)

1. INTRODUCTION

1.1 BACKGROUND

Indian Bank is a premier Nationalized 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 endeavors 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 ISO 27001:2013 standard for Information Systems & Security processes.

1.2 OBJECTIVE & PURPOSE

As a part of Bank's initiative in providing awareness to employees on phishing and as directed in the Master Circular by RBI dated 2nd June 2016 on Cyber Security Framework in Banks, Spear Phishing simulation activity is taken up periodically by the Bank to create user/ employee/ Management Awareness on various Spear Phishing tactics adopted by fraudsters and miscreants for perpetrating frauds.

Spear Phishing is a kind of targeted attack sent to specific employees/executives particularly 'C' level executives. Spear phishing is widely used by hackers to trap the employees into revealing confidential information or to plant malware in the organisation's endpoints which may include Ransomware.

The objective of the Spear Phishing Simulation and Security Awareness/Training Solution is to train Bank's employees with real life phishing scenarios and provide users with a one button service to report suspicious email for an automatic analytical solution to detect, quarantine, analyze and defend against phishing emails.

This RFP is being floated for Selection of a suitably qualified & experienced Information Security Service Provider for providing and implementing Spear Phishing Simulation and Security Awareness/Training Solution licenses to the Bank in CLOUD HOSTED SaaS MODE for a period of 3 years as per the scope defined in the RFP. On completion of the first 3 years tenure, Bank may further extend the agreement for a further period of 3 years at its discretion, on the same terms and conditions on a mutually agreeable basis.

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In this regard, interested eligible bidders may please submit their online quotation as per the procedure defined in the RFP. Please note that your quotation is subject to the terms and conditions mentioned in the RFP.

2. SCHEDULE OF EVENTS:

1)	Tender Reference Number and Date	RFP No. CO/ISSD/295/2021-22 dated 29/12/2021
2)	Last date for seeking Pre-bid clarifications/ queries through email issc@indianbank.co.in Kalyan.Dass@indianbank.co.in angshuman.ks@indianbank.co.in anil.lakra@indianbank.co.in bishwadip.haldar@indianbank.co.in	06/01/2022 by 11:00 AM
3)	Pre Bid meeting	07/01/2022 at 11:00 hrs
4)	Last Date & Time for submission of Bids	19/01/2022 at 15:00 hrs
5)	Documents to be submitted physically by Bidders (Offline Mode) to Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014	1. DD towards Cost of bid document (Alternatively, bidders can transfer the cost of bid in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT) After Offline/Online submission the Bidder can inform at the undernoted Email Ids confirming submission: issc@indianbank.co.in , Kalyan.Dass@indianbank.co.in angshuman.ks@indianbank.co.in anil.lakra@indianbank.co.in bishwadip.haldar@indianbank.co.in Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 along with specified format Annexure-XII
6)	RFP/BID Cost	Non-refundable Rs. 5000/- in the form of DD favoring "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.: Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT IFSC Code: IDIB000H003 Branch: Harbour

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		<p>After Offline/Online submission of RFP/BID Cost the Bidder should inform at the undernoted Email Ids confirming submission: issc@indianbank.co.in, Kalyan.Dass@indianbank.co.in angshuman.ks@indianbank.co.in anil.lakra@indianbank.co.in bishwadip.haldar@indianbank.co.in</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 along with Annexure-XII</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 in above email-id.</p>
7)	Date of opening of Technical Bids (including Conformity to Eligibility Criteria)	<p>19/01/2022 at 15:30 hrs</p> <p>Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014</p>
8)	Date of intimation of Technically qualified Bidders for undertaking POC	Will be intimated after completion of second stage technical evaluation of the bids submitted and shortlisting of eligible Bidders for POC
9)	Date of Online Reverse Auction	Will be intimated separately to the technically qualified Bidders who qualify post POC .
10)	Online Bid Submission Details	<p>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</p>

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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3. PRE-BID MEETING

A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **07/01/2022 at 11:00 PM**, 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 **06/01/2022 11:00 AM**:

issc@indianbank.co.in
Kalyan.Dass@indianbank.co.in
angshuman.ks@indianbank.co.in
anil.lakra@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.5000/- (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 5 & 6 of Schedule of Events".

Bidders have to ensure that cost of bid document i.e. Rs. 5000/- has already been remitted to the account as mentioned in "Clause 5 & 6 of Schedule of Events" 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 organization 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 to the bid document, if any, will be ported in Bank's Website (Tender Page) & eProcurement Portal (<https://www.tenderwizard.in/indianbank>) and informed vide mail to the bidders who have raised queries. The clarification/amendment ported 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.

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

- a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.
- c. In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
- d. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- e. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- f. MSEs are also exempted from payment of cost of bid documents.
- g. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- h. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- i. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

5. 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).

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6. COST OF BID DOCUMENT AND BID SECURITY DECLARATION

Cost of Bid Document Rs.5000.00 (Rupees Five Thousand only non-refundable) by way of DD favouring Indian Bank payable at Chennai or transfer the amount in the account details as mentioned in RFP, to be uploaded at the time of online submission of Bid.

The Bidder shall furnish, bid security declaration as per Annexure-III 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.5000.00 (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 5 & 6 of Schedule of Events"

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 Annexure-12 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.

7. PERFORMANCE SECURITY:

- Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 3% of the contract amount in the form of a Bank Guarantee valid for 40 months with further one year claim period, in the format provided in Annexure-V.
- The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

8. PERIOD OF VALIDITY OF BIDS

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

9. FORMAT AND SIGNING OF BID

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

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

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10. PROCEDURE FOR SUBMISSION OF QUOTATION

Interested eligible bidders may submit their quotation for providing Spear Phishing Simulation & Security Awareness/training Solution for a period of 3 years 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.
4. 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.
5. Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
6. This RFP is not transferable.
7. 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.
8. Nothing in this Agreement shall obligate either Party to enter into any further Agreements.
9. 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.

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10. 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.

11. AMENDMENT OF BIDDING DOCUMENTS

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

12. DOCUMENTS CONSTITUTING THE BID

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

- a) Technical bid

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

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

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

- i.that, the bidder has the financial and technical capability necessary to perform the contract;
 - ii.that, the bidder meets the qualification requirements.
- b) A bid form of the bid document as per format enclosed.
 - c) Bid security Declaration (Annexure-III)
 - d) Other documents as mentioned in checklist (Annexure-XIV)

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

13. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BIDDING DOCUMENTS

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- a. The bidder shall furnish, as Part-I of their bid, documents establishing conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the Contract.
- b. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
 - a. A detailed description of essential technical and performance characteristics of the goods;
 - b. An item-by-item commentary of the purchaser's technical specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

14. SCOPE OF THE PROJECT/SPECIFICATIONS OF THE SOLUTION:

Spear Phishing Simulation and Security Awareness/Training Solution :

13.1.1 Spear Phishing emails refer to emails that are sent with the fraudulent practice to induce individuals to reveal personal information, such as passwords or credit card numbers, or to induce individuals to click on the emails to cause a cybersecurity intrusion event.

13.1.2 The proposed Spear Phishing Simulation and Security Awareness Training shall include minimum three (3) years license for Spear Phishing simulation and Learning/Training Management System that runs on the same platform.

13.1.3 The solution should handle any reported suspicious emails notified by users through the solution's Phishing Alert mechanism.(Optional)

13.1.4 The proposal from Vendor shall include references, studies or citations as to how the Phishing Simulation and Security Awareness proposal is a leader in this field, has a global presence, with proven track record and intelligence (Optional)

13.1.5 The solution should have a phishing simulation solution that runs on the Cloud hosted platform (SaaS Mode), improves employee response to phishing attacks, and empowers employees to provide real-time threat intelligence by immersing them in a real-world spear phishing experience.

13.1.6 The solution shall have customizable scenarios that focus on emulating the most relevant threats and providing in-the-moment feedback and education to recipients who fall victim to these exercises. Solution should be able to run an unlimited number of scenarios to recipient groups during the period of the license.

13.1.7 The solution shall provide a light-weight email client plug-in button to Office 365 that should give our employees a safe way to report email threats. When our employee reports a simulated phishing test, the user's correct action should be reported in the console. When the user reports a

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non-simulated phishing email, the email should be forwarded directly to our Incident Response team. (Optional)

13.1.8 Vendor will provide licenses for users to assist in training and increasing awareness of employees on the dangers and techniques of spear phishing attacks. The Vendor's Cloud hosted (SaaS Mode) Solution will be accessed by our security team to develop, customize, and send mock-spear phishing exercises to the staff. Once a recipient performs a potentially dangerous action—clicking on a link, entering data, or opening an attachment—they will receive immediate training and feedback. All components of the exercises need to be fully customizable by our team. An in-depth reporting package should provide granular details on each scenario.

13.1.9 Vendor shall provide a developed and fully functional Learning/Training Management System (LMS) integrated with the Spear Phishing Solution to help administrators manage content and ongoing education. Vendor's LMS should be used to reinforce the behavioral conditioning and experiential learning delivered in phishing simulations with the ability to expand training in areas of security and compliance important to the Bank. Within the Vendor LMS, Bank should be able to easily upload additional content for a fully personalized catalogue and experience.

13.1.10 Vendor's solution should be able to keep track of which employees have started, completed, or have not yet started their assigned modules.

13.1.11 Vendor's solution should have the ability to send re-engagement emails to remind Employees to return to a course or complete an activity at a specified time. We may create our own brand templates and keep our users engaged. (Optional)

13.1.12 The solution console shall be capable of providing real-time statistics on how many users have opened the email, responded to the email, click on the link/attachments and enter contents such as IDs or credentials.

13.1.13 The solution console shall come with minimum 100-200 pre-built phishing scenario templates, and have the ability to build our own, unique mock phishing emails based on real attacks targeting our organization.

13.1.14 The LMS must be able to provide different types of reports in csv and pdf which may be customized as per Bank's requirements.

13.1.15 The solution console must provide insight and actionable metrics that will allow Bank to understand the attack surface of our organization, learn which users might be more vulnerable to a phishing attack, and check in on the effectiveness of the security awareness training program over time.

13.1.16 The solution console must be able to provide dynamic risk score that are assigned to users, groups, and Bank allowing to make data-driven decisions when it comes to security awareness plan and understand what users are the most susceptible to a phishing attack.

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13.1.17 The solution may be able to conduct specialized searches to help the Bank understand what kind of information is publicly-available about their users. The information gathered is obtained from social media sites, past data breaches, documents and files posted on the web, and more. (Optional)

13.1.18 The solution console may include an industry benchmarking data to help the Bank identify how our phishing and training results compare with other similar industry customers. The feature must be able to monitor how our Security Awareness plan develops and performs, from the point of our initial baseline phishing test, to after 90 days of phishing and training, to after a year of phishing and training.

13.1.19 The solution console must be able to integrate with Active Directory integration as well as Single Sign-on. As soon as new employees are on-boarded, they will be automatically assigned security awareness training and included in any relevant phishing campaigns with no additional setup needed.

13.1.20 The solution must be able to provide at least 50 unique training and video modules

13.1.21 The solution must be able to provide fully randomized phishing campaign, meaning different emails to different people at different times.

13.1.22 The solution must be able to provide the Bank with fully spoofed simulated emails, meaning these emails look like they come from the ACTUAL companies or vendors you deal with, as opposed to a limited scope of pre-selected domains.

13.1.23 The solution must be able to create targeted spear-phishing emails that have no click or attachments but will simulate an actual spear-phish and allow admins to see which users respond and/or attach compromising information.

13.1.24 The solution must be able to generate a security awareness program with task and scheduling by answering answer specific questions as to the breadth and nature of the organization, goals for security awareness program and timeline.

13.1.25 The solution must be able to assign a security awareness proficiency assessment from the console to Bank users to assess our users' understanding of security awareness. The results will provide a breakdown of Bank's strengths and weaknesses to be used to create more targeted campaigns to better suit the needs of our users.

13.1.26 The solution console shall be able to provide Vishing (voice-phishing) that allows Bank to test its Employees on if they are prone to entering sensitive information through the phone when prompted. (Optional)

13.1.27 The solution console must provide a user Learner Dashboard with a comprehensive display of a learner's training activities, simulated phishing test results, personal risk score, badges and leader board. Employees will see a summary by training campaign of their assigned training by status and due date.

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- 13.1.28 The solution must allow the administrator the right to enable phishing, risk score, and gamification for each Learner Dashboard
- 13.1.29 The solution must include data-driven recommended training contents based on Bank's phishing campaign results.
- 13.1.30 The solution must allow Bank to create and upload a custom background image for our training certificates giving the completed certificates the look and feel of the brand.
- 13.1.31 Hosting details for the solution in the Cloud to be provided by the Bidder clearly explaining the detailed Architecture of the proposed Solution, the embedded data Security & data privacy features applied etc. (Annexure VIII)
- 13.1.32 The Application should successfully pass through the POC (Proof of Concept) & User Acceptance Test (UAT) by the Bank as per its requirement & the defined scope.
- 13.1.33 The Bidder should ensure that the application is free from any embedded Bugs, Malware etc. and should indemnify the Bank from any possible loss on account of the same. The Bidder has to submit a copy of the Source Code Audit Report or a Self-declaration that the said application is free from any embedded Bugs, Malware etc.
- 13.1.34 Right to Audit: The Bidder shall allow the Bank to subject the said application to a source code Audit at its discretion at any point of time during the three years' tenure.
- 13.1.35 The Bidder should have the provision for One Dedicated Account Manager for the bank for overall supervision of the Solution.
- 13.1.36 The Bidder shall be in a position to provide detailed server logs for the Application whenever requested by the Bank.

15. ELIGIBILITY CRITERIA

The bidder must satisfy the following minimum qualification criteria and should submit the required proof.

- The Bidder should be Public/Private Limited Company and should be in existence in India for the last 3 years (as on 30.09.2021).
- The Bidder should be a profit making company and should have earned Net profit in at least one out of the three preceding Financial Years (2018-19, 2019-20, 2020-21) as per the audited Financial Statements.
- The Bidder should not have been blacklisted currently by any Government Dept. / PSU / Banks.
- The Bidder should have an average Business Turnover of at least Rs. 3 crores during the last 3 Financial Years. (2018-19, 2019-20, 2020-21)

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- The Bidder should have provided & successfully implemented Spear Phishing Simulation cum Security Training/Awareness solution in at least two BFSI/Public/Pvt organizations in Cloud/On Site Model in the last three years as on 30.09.2021, either on its own or through one OEM. Bidder to provide necessary proofs in the form of WO/PO/Completion Certificate etc. either in its own name or in the name of one OEM who has provided & implemented the solution for at least two clients. The Bidder can on board the OEM for implementation & support, but ultimately the Bidder shall be responsible for overall ownership/management of the solution provided to the Bank and all agreements including NDA shall be signed with the Bidder only.
- The Bidder should ensure that the application is free from any embedded Bugs, Malware etc. and should indemnify the Bank from any possible loss on account of the same. The Bidder shall be required to submit a copy of the Source Code Audit Report or a Self-declaration that the said application is free from any embedded Bugs, Malware & necessary controls /industry best practices are in place for data protection /privacy in Cloud Mode etc. Additionally, the Bidder shall be required to furnish details regarding Cloud Security for the hosted Solution, as required by the Bank, during the POC stage.

16. EVALUATION OF BIDS:

- General evaluation

- a. The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
- b. Arithmetical errors will be rectified on the following basis:
 - i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - ii. If there is a discrepancy between words and figures, the amount in words will prevail.

If the Supplier does not accept the correction of the errors, its quote will be rejected.

- c. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- d. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.

- Technical evaluation

The Technical Bids will be opened online as per date and time mentioned under Section I schedule 2 of this tender. In the first instance (Stage I), the technical bids shall be evaluated by the Bank based on the Technical eligibility criterion as defined in the RFP (Clause 15) and the documents submitted in the Bid.

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The Technical bid should be complete in all respects and contain all information asked for. The Technical bid should indicate that all products and services asked for are considered. The solution offered should meet all the technical specifications as stipulated in the scope /specifications as mentioned in Section I (Point No. 13). On evaluation of the Technical Bids in stage I, a list of qualified Bidders would be shortlisted by the Bank for stage II of Evaluation comprising of those Bidders who meet the eligibility criterion as set in the RFP. The stage II of technical evaluation would require the shortlisted Bidders in stage I to undertake a POC for minimum 2 days, at their own cost in Cloud Mode to demonstrate the capability/functionality of the proposed Solution with regard to the defined scope to meet the Bank's desired expectations. Also, the Bidder shall be required to furnish details regarding Cloud Security of the hosted Solution, as per Bank's requirements, during the POC stage. Only on successful completion of the POC up to the satisfaction of the Bank, the Bidder will be finally declared as technically qualified and eligible to participate in the online reverse auction process for which bidders will be intimated separately.

At the end of stage II, only the technically qualified Bidders, as stated above, will be allowed to participate in Online Reverse Auction process to determine the L1 bidder, for which the date and time will be intimated later.

- **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.

17. NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the supplier.

18. AWARD OF CONTRACT/PURCHASE ORDER

On successful completion of the 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.

19. SIGNING OF CONTRACT

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract (Annexure IV) & NDA (Annexure IV) and return it to the Bank.

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20. ACCEPTANCE OF PURCHASE ORDER

Acceptance of purchase order should be submitted within 10 working days of issue of purchase order along with authorization letter.

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SECTION II **CONDITIONS OF CONTRACT**

1. DEFINITIONS

In this contract, the following terms shall be interpreted as indicated:

- a. **"The Contract"** means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"The Supplier"** means the company supplying the Goods and Services under this Contract.
- g. **"The Project Site"**, where applicable, means the place of delivery of equipment's.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

- 2.1** The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.2** The Supplier shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.

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3. PATENT RIGHTS

The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

4. PERFORMANCE GUARANTEE

- Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 3% of the contract amount in the form of a Bank Guarantee valid for 40 months with further one year claim period.
- The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

5. PROJECT MILESTONE AND TIME LINE

- The implementation time for Spear Phishing Simulation & Security Awareness/ Training solution (Cloud hosted SAAS deployment) should not exceed four (4) weeks from the date of award of contract.

6. WARRANTY/SOFTWARE ASSURANCE (SA)

The warranty/SA period for Spear Phishing Simulation & Security Awareness/ Training solution (Cloud Hosted Mode) subscription licenses is for 3 years from the date of implementation of the software.

7. MAINTENANCE AND SUPPORT

- On bank's request, the successful bidder has to provide necessary support during the contract period within 4 hours of receiving request from the Bank.
- Software implementation and maintenance including 24*7*365 support on call basis. The response time from Bidder for any call logged should be within four hours.
- 99% up time to be maintained, calculated on a 24*7 basis per quarter for all solutions supplied. The penalty applicable for every 0.1 % drop in uptime is 0.1% of the cost of complete solution. The same would be deducted from the subscription charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards subscription, bank reserves the right to invoke the performance security submitted by the successful bidder.
- Response with Level 1 diagnosis - 2 hours (telephonic or onsite), Uptime - 99 % uptime average on quarterly basis for the solution, Resolution - Within 8 hours on Site.

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8. PLACE OF DELIVERY

- Chennai. Complete address will be provided in the Purchase Order.

9. PAYMENT TERMS

- On Implementation: 25 % of the total subscription cost towards software licenses provided in Cloud hosted Mode (SaaS) will be paid within 30 days of submission of Invoice copy and Proof of implementation. Certificate duly counter signed by the Bank's Representative, subject to completion of UAT and deployment in Live environment up to the satisfaction of the Bank.
- 15 % Payment of the Subscription amount shall be made to the Bidder on completion of 1st 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
- 30% Payment of the Subscription 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
- Remaining & Final 30% Payment of the Subscription amount shall be made to the Bidder on completion of the 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

TDS will be deducted for the payment, if applicable.

Bank reserves the right to renew the Subscription for the software as per mutually agreed rate after the contract period.

10. LIQUIDATED DAMAGES

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.

11. CHANGE ORDERS

- The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following :
 - a. the method of shipment or packing;
 - b. the place of delivery; and / or
 - c. the Services to be provided by the Supplier;

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- If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

13. TERMINATION FOR DEFAULT

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

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

For the purpose of this clause:

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

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

14. FORCE MAJEURE

The 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.

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For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the 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.

15. TERMINATION FOR CONVENIENCE

The Purchaser, by 90 days' written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

16. SETTLEMENT OF DISPUTES

- If any dispute or difference of any kind whatsoever shall arise between the Bank and the bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 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 goods under the contract.

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

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

(a) In case of dispute or difference arising between the Bank and a domestic Bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the 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 presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Bidder as well as Indian Bidder, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million 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.

- Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the bidder any monies due to the bidder.

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

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17. CONFIDENTIALITY

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

18. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

19. INDEMNITY CLAUSE

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

20. IT ACT 2000

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

21. LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity.
- b) Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.
- c) Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

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

22. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors

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or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

23. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

24. BANK'S RIGHT TO ACCEPT/REJECT QUOTE(S):

- Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

25. TRAINING

The Supplier is required to provide training to the designated Bank's personnel to enable them to operate solution effectively. A team of up to 15 Bank staff have to be trained on the administration/management of all the installed products / solutions mentioned under the current proposal.

26. GENERAL TERMS

- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- The bid should be valid for 90 days from the date of submission of bid.
- Call logging facility to be made available on 24*7 basis
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- Detailed documentation of installation and solution has to be provided after successful installation.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- "The relationship between the Bank and Bidder/ supplier 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/ supplier hereto or any affiliates or subsidiaries thereof or to provide any party

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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/ supplier cannot claim any right against Bank.”

27. COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process including the cost involved in the conduct of mandatory POC. The Bank will not be responsible or in any way liable for such costs regardless of the conduct or outcome of the bidding process.

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

The Bank may at its discretion reserves the right to (without any change in unit price and other terms and conditions),

- a) Increase the quantities mentioned in the bidding document up to 10% at the time of placing order
- b) Decrease the quantities mentioned in the bidding document up to 10% at the time of placing order.
- c) Place Repeat order within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity will not exceed more than 100% of original quantity as mentioned in original purchase order.

29. AUTHORIZATION LETTER FROM OEM

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

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SECTION III

INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

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

2. INSTRUCTIONS

2.1. 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 and confirm back to Bank.
- 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 their power and/or internet connectivity (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.

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- 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 on the next working day. 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.

2.2. 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 scan 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 & support for online bid submission 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
Support Email: gunaseelan.m@antaressystems.com

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2.3. 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) All Annexures as per this RFP on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c) Compliance to Technical Qualifications as per Bid.
- d) 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.

2.4. 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.

2.5. 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)

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document along with specified format of RFP (Annexure-).

The bidder is requested to submit the above documents in a Sealed Envelope on or before 19/01/2022 03:00 PM to the address mentioned under schedule 5) of this tender. The

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envelope shall be super scribed as “**Request for Proposal (RFP) for Procurement of Software Licenses for Spear Phishing Simulation and Security Awareness/ Training Solution**” and the words ‘**DO NOT OPEN BEFORE (19/01/2022 at 03.30 PM)**’.

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 07/01/2022 11:00 Hours:

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

2.6. 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.

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SECTION IV

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

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Date: 29/12/2021

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

Date:

Indian Bank
CO: Expenditure Department
254-260, Avvai Shanmugam Salai
Royapettah
Chennai 600 014.

Dear Sir,

Sub: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution
RFP Ref: CO/ISSD/295/2021-22 29/12/2022

Referring to your above Request for Proposal (RFP), we submit the commercial details for deployment of the captioned Solution, as mentioned below:

S. No.	Description	Amount in Rupees
1	Cost for Supply of licenses of Spear Phishing Simulation and Security awareness/training Solution in cloud hosted SaaS mode, as per the Scope defined in the RFP, for 25000 Bank employees /users for a period of 3 (THREE) years#. The above Cost will include Implementation in Cloud Hosted Mode (SaaS) /maintenance Charges (installation, configuration, Customization, Training, Interface(s), Testing, User Acceptance etc.) over a period of 3 years from the date of installation/activation.*	
	Grand Total	

*** All-inclusive Cost including any Cloud Hosting Platform charges which is to be arranged/borne by the Bidder only**

Total Cost of Software Licenses: Rs._____

Total Rupees in words: _____

Price is inclusive of all duties, levies, freight, insurance, Warranty, AMC etc, but exclusive of taxes only. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.

We certify that the items, we offer for the tender conforms to the specifications stipulated by you with the following deviations (deviations, if any).

List of Deviations:

1)

Ref: CO/ISSD/295/2021-22

Date: 29/12/2021

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 quotation is accepted, to complete the delivery in accordance with the delivery schedule specified in the RFP.

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 the RFP.

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

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

For (Authorized Signatory)

Office Seal

Place:

Date:

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:

Ref: CO/ISSD/295/2021-22

Date: 29/12/2021

PART – II
FINAL COMMERCIAL BID
(To be submitted after online reverse auction)

Date:

To,

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

Dear Sir,

Sub: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution (CLOUD HOSTED SAAS MODE)

Ref: 1 Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution.

RFP Ref: CO/ISSD/295/2021-22 29/12/2021

2. Online reverse auction dated _____

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

Summary

S.N o.	Description	Amount in Rupees
1	Cost for Supply of licenses of Spear Phishing Simulation and Security awareness/training Solution in cloud hosted SaaS mode, as per the Scope defined in the RFP, for 25000 Bank employees /users for a period of 3 (THREE) years#. The above Cost will include Implementation in Cloud Hosted Mode (SaaS) /maintenance Charges (installation, configuration, Customization, Training, Interface(s), Testing, User Acceptance etc.) over a period of 3 years from the date of installation/activation.*	
	Grand Total	

*** All-inclusive Cost including any Cloud Hosting Platform charges which is to be arranged/borne by the Bidder only.**

Total Cost of Software Licenses: Rs._____

Total Rupees in words: _____

Price is inclusive of all duties, levies, freight, insurance, Warranty, AMC etc, but exclusive of taxes only. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.

Ref: CO/ISSD/295/2021-22

Date: 29/12/2021

We certify that the items, we offer for the tender conforms to the specifications stipulated by you with the following deviations (deviations, if any).

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 quotation is accepted, to complete the delivery in accordance with the delivery schedule specified in the RFP.

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 the RFP.

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

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

For (Authorized Signatory)

Office Seal

Place:

Date:

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

ANNEXURE -I

1. BID FORM

Date: _____

To

The Assistant General Manager

Indian Bank, Head Office

Information Systems Security Department

Sub: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution (CLOUD HOSTED SAAS MODE)

RFP Ref: CO/ISSD/295/2021-22 29.12.2021

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to.....
..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 3% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

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

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

Dated thisday of

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

ANNEXURE-II

SELF DECLARATION – BLACKLISTING/SOURCE CODE AUDIT/CLOUD HOSTING

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

Dear Sir,

Sub: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution (CLOUD HOSTED SaaS MODE)

RFP Ref: CO/ISSD/295/2021-22 29/12/2021

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

We also certify that proposed Application has been audited for Source Code by qualified Auditors and is free from all embedded Bugs/Malware. Also necessary controls /industry standard best practices are in place for data protection /privacy in Cloud Mode etc. . We shall provide details of cloud security for the hosted solution, as per Bank's requirements, during the POC stage.

We shall submit the Source Code Audit report whenever requested by the Bank..

We also give our consent to allow the Bank to subject the Application to Source Code Audit at its discretion at any point during the 3 years term

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

ANNEXURE - III

BID SECURITY DECLARATION

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

Dear Sir,

Sub: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution (CLOUD HOSTED SaaS MODE)

Your RFP Ref: CO/ISSD/295/2021-22 29/12/2021

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFP and we will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: CO/ISSD/295/2021-22
Date: 29.12.2021

ANNEXURE-IV
CONTRACT FORM

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

WHEREAS the Purchaser invited bids vide RFP No. **Ref: CO/ISSD/295/2021-22** 29.12.2021 for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Purchasers RFP Ref. No.CO/ISSD/295/2021-22 29/12/2021 & its amendments (if any)
 - b. the Bid Form and the Final Commercial Bid 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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Ref: CO/ISSD/295/2021-22
Date: 29.12.2021

TOTAL VALUE:

DELIVERY SCHEDULE: The Software licenses are to be delivered within two (2) weeks from the date of Purchase Order.

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

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

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

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

ANNEXURE-V

PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date:

To :

INDIAN BANK, CHENNAI, INDIA.

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

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

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

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

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

Signature of Authorised Official with Seal

.....

Date.....

Address:.....

.....

NOTE:

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 40 months and claim period is One year as per Clause 4 (Performance Security) of condition of contract.

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

ANNEXURE-VI

PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER COMPLETION OF IMPLEMENTATION OF EACH PHASE OF PROJECT

Date:

Sub: Certificate Of Completion Of Milestone For Deployment Of Spear Phishing Simulation & Security Awareness/Training Solution (CLOUD HOSTED SaaS MODE)

Ref: Purchase Order No.

1. This is to certify that the milestone _____ as detailed below has/have been implemented successfully covering delivery of all the deliverables for the phase (subject to remarks in Para No. 2). The same has been installed and commissioned.

- (a) Contract No. _____ dated _____
- (b) Description of the phase _____
- (c) Deliverables in the phase _____
- (d) Date of Initiation of Phase _____
- (e) Date of commissioning and proving test _____

2. Details of deliverables not yet supplied and recoveries to be made on that account:

S.No.	Description	Amount to be recovered
-------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The supplier has fulfilled its contractual obligations satisfactorily for phase ____ of the project*

or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- (a) _____
 - (b) _____
- Signature _____
- Name _____
- Designation with date and stamp _____

***Explanatory notes for filling up the certificates:**

(a) The Supplier has adhered to the time schedule specified for the phase in the contract in despatching the documents pursuant to Technical Specifications.

(b) The Supplier has supervised the commissioning of the deliverables in time i.e. within the period specified in the contract from the date of initiation of phase in respect of the installation and completion of respective phase.

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

(c) In the event of documents having not been supplied or installation and commissioning of the phase have been delayed on account of the supplier, the extent of delay should always be mentioned.

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

ANNEXURE-VII

NON DISCLOSURE AGREEMENT

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

AND

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

WHEREAS

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

M/s..... Limited has been engaged as an Information System Security Service Provider

The parties have entered into agreement for providing a Spear Phishing Simulation and Security Awareness/Training Solution "(herein after referred to as "purpose")" and established business relationship between themselves. In the course of execution of business relationship, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

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

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

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

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

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3.Exemptions

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

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

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

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

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

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

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

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

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

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

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

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

8. Entire agreement

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

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

9. Severability

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

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

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

11. Jurisdiction

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

12. Governing laws

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

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

BANK

M/s

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

ANNEXURE VIII
(Architecture of the Proposed Solution)

(To be submitted Online along with Technical Bid)

Date:

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

Dear Sir,

Sub: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution (CLOUD HOSTED SaaS MODE)

RFP Ref: CO/ISSD/295/2021-22 29/12/2021

Referring to your above Request for Proposal (RFP), we hereby submit the detailed Architecture of the proposed Solution clearly mentioning the Cloud Hosting details etc. for running the Solution successfully as per the Scope as below.

1. Details of the Cloud Platform hosting the Solution:
(Whether hosted on own cloud or leased)
2. If leased, then lease valid up to:
3. Location of the Data Centre hosting the Cloud:
4. Whether adequate controls are in place for ensuring data security/privacy of Bank's data in the Cloud:

We understand that the bidder will be responsible for the cloud hosting platform and ensuring proper controls/Security best practices for maintaining Data privacy and security in respect of Bank's Data. We shall provide details of cloud security for the hosted Solution, as per Bank's requirements, during the POC stage.

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: CO/ISSD/295/2021-22
Date: 29.12.2021
ANNEXURE IX
DETAILS OF BIDDER, SPOC OF THE BIDDER

(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: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution (CLOUD HOSTED SaaS MODE)

RFP_Ref: CO/ISSD/295/2021-22

29/12/2021

Referring to your above Request for Proposal (RFP), we hereby submit the following :

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.	Years of existence in India since incorporation (as on 30.09.2021).	

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		

Yours faithfully,

 Authorized Signatories
 (Name, Designation and Seal)

Ref: CO/ISSD/295/2021-22
Date: 29.12.2021

ANNEXURE X
(PROFESSIONAL EXPERIENCE/PROJECTS EXECUTED)

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

Dear Sir / Madam,

Sub: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution (CLOUD HOSTED SaaS MODE)

RFP Ref: CO/ISSD/295/2021-22

29/12/2021.

Details of PO /WO in respect of implementation of Spear Phishing Simulation cum Security training/awareness solution to at least two BFSI/Public/Pvt. organizations in Cloud/ On-Site Mode in the last three years as on 30.09.2021.(Bidders to provide necessary proofs in the form of WO/PO/Completion Certificate for the same)

SN	Name of the Organization	BFSI/Public /Private Organization	PO Number	PO Date	Details of the Solution provided (Cloud or On Site)	Copy of PO /WO/ Completion Cert attached (Y/N)
1.						
2.						
3.						
4.						
5.						

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

Yours faithfully,

Authorized Signatories
 (Name, Designation and Seal)

Ref: CO/ISSD/295/2021-22
Date: 29.12.2021

ANNEXURE XI
(NET PROFIT/TURNOVER STATEMENT FOR LAST 3 FY)

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

Dear Sir / Madam,

Sub: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution (CLOUD HOSTED SaaS MODE)

Ref: CO/ISSD/295/2021-22 29/12/2021.

Details of Net Turnover /Net Profit in the last three years.

(Bidders to provide necessary proofs in the form of Copy of audited Balance Sheet/ Certificate from Chartered Accountant for last three financial years to be submitted i.e., (2018-19,2019-20,2020-21))

SN	FY	Net Turnover in Rs	Net Profit in Rs.	Copy of Audited Balance Sheet/ Certificate from Chartered Accountant attached (Y/N)
1.	2018-19			
2.	2019-20			
3.	2020-21			
Average Turnover for 3 years				

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

Yours faithfully,

Authorized Signatories
 (Name, Designation and Seal)

Ref: CO/ISSD/295/2021-22

Date: 29.12.2021

ANNEXURE XII

UNDERTAKING FOR MSE BENEFITS

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

Dear Sir / Madam,

Sub: Request for Proposal (RFP) for Spear Phishing Simulation and Security Awareness/Training Solution (CLOUD HOSTED SaaS MODE)

RFP Ref: CO/ISSD/295/2021-22

29/12/2021

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: CO/ISSD/295/2021-22

Date: 29.12.2021

ANNEXURE XIII

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated

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

Dear Sir,

Sub: MAF for RFP for Spear Phishing Simulation and Security Awareness/Training Solution
(CLOUD HOSTED SaaS MODE)

(RFP Ref: CO/ISSD/295/2021-22 29/12/2021)

We _____ who are established and reputable manufacturers/developer of _____ (*name & descriptions of goods offered*) having factories/offices at _____ (*address of factory/Office*) do hereby authorize the Bidder M/s _____ (*Name and address of Service Bidder/ Provider/Agent*) to submit a Quote, and sign the contract with you for the goods manufactured /developed by us against the above RFP (Request for Proposal).

We hereby extend our full warranty & support as per terms of the above RFP for the goods and services offered for supply by the above firm. We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and Annual maintenance obligations required by the Contract.

Yours faithfully,

(Name)

(Name of Manufacturer/OEM)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

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ANNEXURE-XIV
CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER

S. No.	Criteria	Documents are to be submitted along with bid
1	Indicative Commercial Bid	The Bidder should submit Indicative Commercial Bid (Part I)
2	The Bidder should be Limited Company and should be in existence in India for the last 3 years (as on 30.09.2021).	Copy of the Certificate of Incorporation/ Certificate of Commencement of Business issued by the Registrar of Companies. (Annexure IX)
3	The Bidder should be a profit making company and should have earned Net profit in at least one out of three preceding Financial Years (2018-19, 2019-20,2020-21) as per the audited Financial Statements	Copy of audited Balance Sheet/ Certificate from Chartered Accountant for last three financial years to be submitted i.e., (2018-19,2019-20,2020-21) (Annexure XI)
4	The Bidder should have an average Business Turnover of at least Rs. 3 Crores during the last 3 Financial Years. (2018-19,2019-20,2020-21)	Copy of audited Balance Sheet /Certificate from Chartered Accountant for last three financial years to be submitted i.e., (2018-19,2019-20,2020-21) (Annexure XI)
5	The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently	Self-Declaration should be attached for non-black listing. (Annexure-II)
6	The Bidder should have provided & successfully implemented Spear Phishing Simulation cum Security training/awareness solution in at least two BFSI/Public/Pvt organizations in Cloud/ On-Site Model in the last three years as on 30.09.2021, either on its own or through one OEM. Bidder to provide necessary proofs in the form of WO/PO/Completion Certificate etc. either in its own name or in the name of one OEM who has provided & implemented the solution for at least two clients. The Bidder can on board the OEM for implementation & support but ultimately the Bidder shall be responsible for overall ownership of the solution for the Bank and all agreements including NDA shall be signed with the Bidder only.	Copies of relevant WO/PO/Project Completion Certificates etc, should be enclosed (Annexure X)

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7	The Application should be free from all embedded Bugs/Malware etc. Also necessary controls /industry best practices are in place for data protection /privacy in Cloud Mode etc.	A copy of current Source Code Audit of the Application or a Self-declaration that the Application is free from all embedded Bugs/Malware etc. Also a consent to allow the Bank to subject the Application to Source Code Audit at its discretion at any point during the 3 years term (Annexure-II)
8	Detailed Architecture of the proposed Solution clearly mentioning the Cloud Hosting details etc. for running the Solution successfully as per the Scope	Detailed Architecture of the proposed Solution clearly mentioning the minimum requirements of Hardware (Servers etc.), Operating System, Database, Middleware etc. for running the Solution successfully as per the Scope. (Annexure VIII)
9	Bid Form	Bid Form signed by the Authorized Official of the Bidder should be attached (Annexure-I)
10	RFP/Bid Cost	Rs.5000.00 in the form of Demand Draft or online transfer. MSE are exempted from submission of Bid Cost, however they need to upload the documentary proof for claiming exemption.
11	BID Security Declaration	BID Security Declaration as per Annexure III.
12	UNDERTAKING FOR MSE BENEFITS (if applicable)	Sealed and signed MSE Declaration to be submitted as per Annexure-XII along with other documentary proof need to be uploaded
13	MANUFACTURERS' AUTHORIZATION FORM	Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure-XIII
14	Copy of RFP & Clarifications and amendments issued (if any) by the Bank	To be uploaded sealed and signed by the Authorised Official of the Bidder