इंडियन बैंक
Indian Bank

BID DOCUMENT

FOR

PROCUREMENT& INSTALLATION OF FIREWALL APPLIANCES AT CORPORATE OFFICE

TECHNOLOGY MANAGEMENT DEPARTMENT HEAD OFFICE, 66, RAJAJI SALAI, CHENNAI – 600 001

Website: www.indianbank.in

![Indian Bank logo] इंडियन बैंक
Indian Bank

Technology Management Department
Ref: TMD/ISS/PG/347/2011-12

Request for Proposal
Dated 17 02 2012

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SECTION-1 - Activity schedule

The schedule is subject to change and notice in writing of any changes will be provided wherever feasible.

	Activity	Details
1.	**RFP/Bid date**	17.02.2012
2.	**Bid document Price : (non-refundable)**	INR.2,500/-. The amount has to be paid by way of a Bankers Pay Order (BPO) or a Demand Draft (DD) favouring INDIAN BANK payable at CHENNAI and to be enclosed along with bid Part I documents.
3.	**Address for submission of Bid**	Assistant General Manager Indian Bank, **Corporate Office,** Expenditure Department 254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014, India
4	**Bid submission**	Bid forms can be downloaded from our website. Bid to be submitted in two different envelopes : 1. Part-I :- Technical 2. Part-II: - Commercial bid. These envelopes containing the Part-I and Part-II bids should be placed along with the DD/BPO towards Bid Document price, in another envelope with the superscription "PROCUREMENT& INSTALLATION OF FIREWALL APPLIANCES AT CORPORATE OFFICE"
6.	**Last date for Submission of Bid**	**16.03.2012– 1600 Hours**
7.	**BID SECURITY (EARNEST MONEY DEPOSIT)**	Rs.2,50,000/- in the form of Bank Guarantee in favour of INDIAN BANK payable at Chennai from a scheduled bank and valid for forty five (45) days beyond the validity of the bid and to be enclosed along with bid Part I documents.
8.	**Bid opening date / time / venue**	Part-I : - The bids will be opened on 16.03.2012 at about 16.30 Hours at the above address. Part- II: - Successful bidders of Part I will be informed the date of opening individually at a later date.
9.	**a) Pre Bid Meeting b) Contact details :**	24.02.2012 at 11.30 a.m in the following address: Assistant General Manager(TMD) INDIAN BANK, **Head Office** Technology Management Department, 66, Rajaji Salai, Chennai 600 001 Ph: 91-44-25260112, 25250155 email: Asif.sa@indianbank.co.in; issc@indianbank.co.in
10.	**Language of the Bid**	This bid should be filled in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.
11.	**Official website**	**www.indianbank.in**

IMPORTANT NOTICE

- ❖ **This tender document is not transferable.**

- ❖ Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

- ❖ The response to this tender should be full and complete in all respects. Incomplete or partial bids will be rejected. The bidder must quote for all the items asked for in this tender.

- ❖ The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the bank. The bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- ❖ The bank reserves the right to reject the bidder's assertion of compliance to a requirement, if the detailed response is found unsatisfactory or contradictory.

- ❖ The cost of preparing the proposal including visit / visits to the Bank are not reimbursable

- ❖ The bank can extend the time for submission of all the proposals.

- ❖ The Bank has the option to reduce or increase the quantities mentioned in the bidding document due to implementation options.

SECTION -2

INTRODUCTION

2. INTRODUCTION

Indian Bank, a leading Public Sector Bank having its Head Office in Chennai has national presence in more than 1933 locations spreading over 33 Zones and international presence in Singapore and Sri Lanka. It has been serving the nation with a team of dedicated staff for more than 100 years. During the year ending 31.03.2011, the Bank's business exceeded Rs.1,80,000 crore.

The Bank is engaged in diversified banking activities. The Bank is a pioneer in introducing the latest technology in Banking having implemented Core Banking Solution in all the branches covering 100% of Business. Internet Banking services are available to all the customers. The Bank has also implemented other delivery channels like Mobile/Phone Banking & provides variety of e-payment channels for its customers.

2.1. INDIAN BANK's ENTERPRISE WIDE NETWORK:

The Bank has established a Wide Area Network covering all offices and core banking branches. Connectivity for Core Banking at branches is at present through MPLS to the Central Data Centre at Chennai. The branch level connectivity is through VSAT or leased lines with ISDN/PSTN/VSAT backup.

SECTION 3

INVITATION FOR BIDS (IFB)

Technology Management Department
Ref: TMD/ISS/PG/347/2011-12

3. INVITATION FOR BIDS (IFB)

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3.1 The Bank intends to strengthen its Information Systems Security by deploying firewalls at the newly inaugurated Corporate Office for the internal and external segments.

3.2 Indian Bank invites sealed quotations from all eligible bidders for Supply, installation, commissioning, Configuration and maintenance of firewalls.

3.3 A complete set of Bidding Documents in English is provided for this purpose. The cost of the bid document is ₹.2,500/-. The amount has to be paid by way of a Banker's Pay Order (BPO) or a Demand Draft (DD) favouring INDIAN BANK payable at CHENNAI. The bidders have to download the bid document from our Website. Bidders have to submit a DD/ BPO for Rs.2,500/- towards the cost of bid document along with the technical bid in a separate cover. Bid documents without this fee will not be considered.

3.4 Further information can be had from the bank at the address given below from 10.00 to 17.00 hours on all days from Monday to Friday and from 10.00 to 14.00 hours on Saturdays:

> Assistant General Manager (TMD/ ISSC)
> INDIAN BANK,
> Technology Management Department
> 66, Rajaji Salai
> Chennai 600 001
> Phone No:91-44-25260112
> Email: asif.sa@indianbank.co.in; issc@indianbank.co.in

3.5 Bids must be delivered to the address given below, on or before 16.00 hours IST on 16.03.2012 and must be accompanied by a Bank Guarantee (Bid Security) of ₹2,50,000/-. Late Bids will not be accepted. The bid consists of two parts viz., Part I – Technical Bid and Part II – Commerical Bid.

3.6 Part I (technical bid) will be opened for evaluation by the Bank at 16.30 Hours on 16.03.2012 in the presence of the bidders. All bidders are requested to be present on this date and time at the following address. After technical evaluation, only the eligible bidders will be communicated of the date, time and venue for opening Part-II (commercial bid). Part II of the Bid will be opened in the presence of eligible Bidders' representatives who choose to attend.

> *Assistant General Manager*
> *Indian Bank,Corporate Office,*
> *Expenditure Department*
> *254-260, Avvai Shanmugham Salai,*
> *Royapettah, Chennai 600 014, India*
> **Ph: 28134300**

SECTION 4

DESCRIPTION AND SCOPE OF THE ASSIGNMENT

4. DESCRIPTION AND SCOPE OF THE ASSIGNMENT

4.1 The name of the assignment is 'Supply, installation, commissioning, Configuration and maintenance of Firewalls'.

4.2 The description and the Scope of the Assignment are

"PROCUREMENT& INSTALLATION OF FIREWALL APPLIANCES AT CORPORATE OFFICE   "

4.3 The Bank intends to implement the above towards its objectives to set up security architecture to strengthen the perimeter security and ensure the availability of resources to authorised users without any disruption or degradation.

4.4 The deployment will be at the discretion of the Bank at its **Corporate Office** 254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014 or at the Head Office at 66, Rajaji Salai, Chennai 600 001.

4.5 As per the existing architecture, the internal and external segments of network at Head Office at 66, Rajaji Salai are protected by firewalls. **Corporate Office** has been established at 254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014 and all the departments of Head Office are functioning from the Corporate Office. The Corporate Office is also linked to the Wide Area of Network of the Bank and the Bank has to ensure the availability of resources to authorised users of this office without any disruption or degradation.The network traffic in and out of Corporate Office also needs to be monitored and protected. Being a new establishment, perimeter security is being proposed to be implemented. Hence the need for this proposal.

4.6 The bidder should provide onsite personnel support on 24X7 basis.

4.7 Also refer Scope of Work in Section 9.9

4.8 All communications in this project must be in English only.

SECTION 5.

QUALIFICATION CRITERIA FOR BIDDERS

5. QUALIFICATION CRITERIA FOR BIDDERS

5.1 The bidder should be

A registered corporate in India registered under the Companies Act, 1956 and should be registered under CST and/or have the sales tax registration in the State where the company has registered office. The bidder should submit the valid sales Tax/VAT registration certificate and Service Tax Registration Certificate **OR**

A company/statutory body owned by Central/State Government (The bidder should submit its profile in the format as given in Section 9.3,)

5.2 The bidder's annual turn over in any one of the last three financial years ending 31.3.2011 should be more than Rs.10 Crore*.* The bidder should have earned profit for the last three financial years ending 31.3.2011. Copies of attested/ audited Balance Sheet to be enclosed by the bidder.

5.3 The bidder should have been in existence in India for minimum of five years as on 31.3.2011.

5.4 .The bidder should have experience in supply of Security Devices (Firewall, NIPS), installation, configuration and maintenance of the same. Such experience should include supply of security devices to atleast 2 public Sector undertakings. The bidder should enclose proof of experience. The details shall be attached to the Bidder profile specified in the RFP. The details of such experience may be provided along with the name of the Organization, Year and Cost of the project, Contact person, and Contact numbers. Copies of documents in support of these projects should be submitted. The details of these projects including site addresses, names and telephone numbers of persons to be contacted for reference purpose should be submitted as per the format given in Section 9.4

5.5 Bank will hold the right to verify such records with the clients in this regard and the bidder must facilitate such visits / verifications.

5.6 Bidder must provide service support in the locations in India where the devices are installed/ proposed to be installed and the central location from where the security services are provided and the list of service locations should be provided by the bidder. The service locations must include Chennai & Hyderabad.

5.7 The bidder should be Original manufacturer of product or the premium partner of the equipment manufacturer / software provider. The bidder, on successful bid, must be in a position to provide support/maintenance/upgradation during the period of contract with the Bank. In case of authorized partner, a letter of authorization to this effect from Original Supplier must be furnished as per the format given in Section 9.2

5.8 This letter should specify the following:

a) In case bidder is not able to provide support/upgrade during contract period, Original supplier/manufacturer should provide the same.

b) The hardware mentioned in Technical bid by bidder to support their solution meets the requirements of the tender.

5.9 The bidder shall submit a letter of undertaking that they are not in the black list of the Central/ any of the State Governments in India or any Financial Institution in India currently.

5.10 The bidder shall submit a letter of undertaking / authenticity issued by the company Secretary that the products supplied under this tender are genuine first quality products and not re-marketed or refurbished products. (Section 9.10)

5.11 PROCESS CAPABILITY/ADHERENCE - INFORMATION SECURITY MANAGEMENT

- The Bidder should follow any one of the standards of BS 15000/ISO 27001/ITIL/ COBIT based processes/ Standards.

- The Bidder should have adequate personnel with Engineering qualifications from reputed institutions/ holding product training certification/ knowledge and technical expertise in handling the security device.

The eligibility will be seen based on the above criteria and the bank has the right to reject responses not meeting the qualification criteria.

SECTION 6

INSTRUCTIONS TO BIDDERS

6. INSTRUCTIONS TO BIDDERS

6.1 The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same. Bids submitted by bidders who remit the amount of Rs.2,500/ only will be considered by the Bank.

6.2 Pre Bid Meeting

6.2.1 Pre-bid Meeting will be held on 24.02.2012 at 11.30 A.M. at the following address, to clarify the queries raised by the bidders.

Indian Bank
Head Office
Technology Management Dept
66 Rajaji Salai
Chennai – 600 001.

6.2.2 Prospective bidders are requested to attend the Pre-bid Meeting. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting. The bidders are requested to send their queries two days before the date of pre-bid meeting. Clarifications will be given for queries received in writing. The clarifications will also be ported on the Indian Bank's Website.

6.2.3 Amendment of bidding documents

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment.

All prospective bidders, will be notified of the amendment in writing and it will be binding on them.

Amendments if any, will also be ported in our Bank's Website.

6.3 DOCUMENTS CONSTITUTING THE BID

6.3.1. The Bid prepared by the Bidder should comprise the following components :

6.3.2. **TECHNICAL BID – Part I** - Separate sealed cover with superscriptions as " **Technical Bid**– " PROCUREMENT& INSTALLATION OF FIREWALL APPLIANCES AT CORPORATE OFFICE" . .

6.3.3.. **COMMERCIAL BID – Part II** - Separate sealed cover with superscriptions as " **Commercial Bid** – " PROCUREMENT& INSTALLATION OF FIREWALL APPLIANCES AT CORPORATE OFFICE" . .".

 These envelopes containing the Part-I and Part-II bids should be placed in another envelope along with the DD/BPO towards the Cost of the Bid Document and Bank Guarantee being the Bid Security for ₹ 2,50,000/ with the superscription

Technology Management Department
Ref: TMD/ISS/PG/347/2011-12

Request for Proposal
Dated 17 02 2012

"BID FOR PROCUREMENT& INSTALLATION OF FIREWALL APPLIANCES AT CORPORATE OFFICE"**– NOT TO BE OPENED BEFORE 16.03.2012 - 16.30 Hrs"**

6.3.4. In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted. In case of any inconsistency between the soft and hard copies, the details in the hard copy only will prevail.

Any bid document not conforming to any one of the above terms will be rejected.

6.4. *TECHNICAL BID*

i) Validity period of the bid – 90 days from the last date for submission of the bid

ii) The bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at bidders own risk and may result in the rejection of the proposal.

iii) The bidder should quote only one brand and model for the equipment called for in the Bid and shall not quote for more than one brand/ model for the same type of equipment. Doing so may lead to disqualification of bid.

iv) BID FORM, PRICE SCHEDULES AND OTHER FORMATS are given in Section 9

v) The bidder should submit all the specifications with their compliance level as applicable and remarks and other requirements given in the Bid Document and Scope of Work.

vi) The bidder should provide complete solution document. This document must include following details:

a. **Architecture of the solution:** This must contain details of implementation methodology of the project viz., Deployment of firewalls with proposed time frame for the project.

b. Product details

c. Documentation of the products (software/firmware) to be deployed in the Solution along with Data Sheets, Details of Part Number and Fact Files pertaining to the appliances being quoted.

d. Details of OEM, a copy of authorization/undertaking letter from them for support and maintenance.

e. Any other details bidder wishes to provide.

In absence of any of above documents the bid will be rejected.

The technical proposal must not include any details of commercial bid.

6.5. COMMERCIAL BID AND GENERAL EVALUATION

The price should be quoted in the format attached to this bid (Format under section-9.8)

i)   The commercial bid should list all the costs associated with the Assignment.

ii) The price should be firm, inclusive of all taxes, charges and duties payable etc. but exclusive of Octroi and Entry Tax.

iii) TDS as per rules, if applicable, will be deducted from the amount quoted.

iv) If there is any deviation to the format, then the commercial bid is liable to be rejected.

v)   The Bank (Purchaser) 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.

vi) Arithmetical errors will be rectified on the following basis. 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. 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, such quote will be rejected.

vii) The Bank (Purchaser) may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.

viii) Prior to the detailed evaluation, the Bank (Purchaser) will determine the substantial responsiveness of quote documents. For the purposes of these Clauses, a substantially responsive quote is one which confirms to all the terms and conditions of the quote Documents without material deviations.

6.6.   AWARD OF CONTRACT

6.6.1. Within 15 days from the date of receipt of award notification, the bidder should sign the contract as per the format furnished herewith (Section 9.6 ,).

6.7.   BID SECURITY (EARNEST MONEY DEPOSIT)

6.7.1. The Bidder should furnish, as part of its bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank located in India, in the form provided in the Bidding Documents (Section 9.5) for a sum of Rs.2,50,000/- and valid for Forty five (45) days beyond the validity of the bid. (i.e. Bid validity 90 days + 45 days = 135 days)

6.7.2. Unsuccessful Bidders' bid security will be discharged or returned within 30 days after the expiry of validity of the bid. The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

6.7.3. The bid security may be forfeited if :

a.   A Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or

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

6.8   *PERIOD OF VALIDITY OF BIDS*

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

6.9.   *FORMAT AND SIGNING OF BID*

- All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.

- Any interlineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

6.10 *SEALING AND MARKING OF BIDS*

The Bidder shall keep the DD/BPO favouring Indian Bank being the Cost of Bid document and Bid security, in the form of Bank Guarantee for Rs. 2,50,000/-, along with the Technical bid. Commercial Bid should be kept in separate sealed envelope.

These envelopes containing the Part-I and Part-II bids should be placed in another envelope with the superscription "PROCUREMENT & INSTALLATION OF FIREWALL APPLIANCES AT CORPORATE OFFICE " – NOT TO BE OPENED BEFORE 16.03.2012 - 16.30 hours"

The sealed outer envelope along with the cost of the bid document and Bid Security shall be addressed to the Bank at the address given below:

> **Assistant General Manager**
> **Indian Bank, Corporate Office,**
> **Expenditure Deaprtment**
> **254-260, Avvai Shanmugham Salai,**
> **Royapettah, Chennai 600 014, India**

6.11. *LAST DATE FOR SUBMISSION OF BIDS*

Last Date for bid submission is: 1600 Hours on 16.03.2012

- 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.

- The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the Bidder.

6.12. *OPENING OF BIDS BY BANK*

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose, and bidders' representatives at 16.30 hours on 16.03.2012. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

- The Bank will open Part II (Commerical Bid) of the bids which are found eligible on evaluation of Technical Bid, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bidders' names and bid prices, will be announced at the bid opening.

6.13. *CLARIFICATION OF BIDS*

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

6.14. *EVALUATION METHODOLOGY*

1. The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2. The Bank at its discretion may modify any minor criteria in the bid, which does not affect the relative ranking of any Bidder.

3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to the terms and conditions of the qualification criteria and the Bidding Documents without material deviations.

4. If a bid is not substantially responsive, it will not be considered by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

5. The Bank will evaluate and compare the bids, which have been determined to be technically responsive and acceptable.

6. The Bank expects all the requirements and specifications given in Section 8 to be complied. Non-compliance in any one of them will lead to disqualification.

7. Bids will be short-listed based on the qualification criteria, all the criteria specified in the technical bid. The commercial bids of the short-listed bidders only will be opened.

8. The comparison shall be between the prices quoted inclusive of all taxes and duties exclusive of Octroi and Entry Tax for the goods/services offered and the bidder who has quoted the lowest will be awarded the contract.

9. Any effort by the bidder to influence the purchaser in the process of evaluation of bids and in decisions concerning award of the contract will result in the rejection of their bid.

10. Any bid which does not qualify in any of the points mentioned in the qualification criteria or any of the criteria mentioned in the Technical Bid will be technically rejected and all those which qualify on all the criteria will be considered for further evaluation.

11. Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Indian Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.

6.15 *BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS*

The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason therefor and without thereby incurring any liability to the affected Bidder or Bidders.

6.16. *SIGNING OF CONTRACT*

- At the same time as the Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties. A separate Non disclosure Agreement will also be entered into between the Bank and the Bidder along with the signing of contract.

- Within 15 (fifteen) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

6.17. *PERFORMANCE SECURITY*

- Within 10 (ten) days of the signing of contract, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents.

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

6.18. *NEGOTIATION*

- Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.

SECTION 7

CONDITIONS OF CONTRACT

7. CONDITIONS OF CONTRACT

7.1. DEFINITIONS

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

a.   "**Applicable Law**" means the laws and any other instruments having the force of law in India.

b.   "**Bank**" means INDIAN BANK.

c.   **"Contract"** means the agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

d.   "**Contract Price**" means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations;

e.   "**Goods**" means all of the deliverables or other materials which the bidder should deliver as per this contract;

f.   "**Party**" means the Bank or the bidder, as the case may be and Parties means both of them.

g.   "**Personnel**" means persons who are the employees of the successful bidder and assigned to the performance of the Services or any part thereof.

h.   "**Project Site"**, where applicable, means the places that were mentioned in the Scope of Work.

i.   "**Services**" means those services ancillary to the deliverables of the bidder covered under the Contract.

j.   "**Purchaser**" means Indian Bank.

7.2. LAW GOVERNING THE CONTRACT

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

7.3 APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India and any other guidelines having the force of law in India.

7.4. LANGUAGE

The contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

7.5. ADDRESS FOR COMMUNICATION

The address of the Bank is:
    Assistant General Manager (TMD)
    INDIAN BANK,
    Technology Management Department
    66, Rajaji Salai
    Chennai 600 001

7.6. *STANDARDS*

The products and systems supplied under this Contract shall conform to the standards mentioned in the Technical Specifications

7.7 *CONTRACT AMENDMENT*

No variation in or modification of the terms of the Contract shall be made except by written amendment to the Contract signed by the parties.

7.8. *SETTLEMENT OF DISPUTES*

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

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

7.8.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

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

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

(a) In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association 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.

7.8.4. 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 Successful bidder any monies due to him as per the Contract Terms.

7.9.　NOTICES

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

7.10.　IMPLEMENTATION SERVICES

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

7.11.　USE OF CONTRACT DOCUMENTS AND INFORMATION

7.11.1 The Successful bidder shall not, without the Bank'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 Bank in connection therewith, to any person other than a person employed by the Successful bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

7.12　INDEMNIFICATION

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

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

7.12.3. As a condition precedent to the foregoing, the Purchaser will give notice to the Supplier of any such proceedings or claim without delay, shall provide reasonable assistance to the Supplier in disposing of the claim.

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

7.12.5. Indemnities shall not apply if any claim of infringement or misappropriation:

     a) is asserted by a parent, subsidiary or affiliate of the Purchaser's organisation;

     b) is a direct result of a design mandated by the Purchaser's Technical Specifications and the possibility of such infringement was duly noted in the Supplier's Bid; or

     c) results from the Purchaser's alteration of the Products.

     d) Result from any use of the Products other than for the purpose indicated by or to be reasonably inferred from the Contract or

     e) any infringement resulting from the use of the Products in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the Product in its own right.

     f) On Account of use of a superseded or altered release of the Product or any modification thereof furnished under this Agreement including, but not limited to, the Purchaser's failure to use corrections, fixes, or enhancements made available by the Supplier.

If any of the Products is held or is believed by the Supplier to infringe, the Supplier shall have the option, at its expense, to (i) modify the Products so as to be non-infringing, (ii) obtain for the Purchaser a license to continue using the Products, or (iii) terminate the Contract for the infringing part of the Products and refund a pro rata portion of the fees paid for that portion of the Products. This clause provides for the Supplier's entire liability and the Purchaser's exclusive remedy for claims of infringement of Intellectual Property Rights related to the Products.

7.12.6. The Purchaser shall indemnify and defend the Supplier against any loss or damage (including legal expenses) caused to the Supplier including third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information or Software provided to the Supplier by the Purchaser under the Contract.

7.13. *SOFTWARE LICENSE AGREEMENTS*

7.13.1. All the intellectual property rights and ownership of all tools, processes, software, utilities, and methodology including any Supplier proprietary products or components thereof used in the provision of Services and/or development of Products and all new ideas, inventions, innovations, or developments conceived, developed or made by Supplier or its consultants/employees thereto while providing the Services hereunder shall remain the sole and absolute property of Supplier, with full ownership rights therein ('Supplier Property'). Supplier shall grant in favor of Purchaser a non-exclusive, non-transferable, royalty-free, user license valid within the territory of India to use the Supplier Property to the extent they form part of the Products and will be required for the proper functioning of the

Products. However, Purchaser shall have no rights or authority whatsoever to sell, lease, assign, license, sub-license or in any other way convey or alienate (whether for commercial consideration or not) the Supplier Property in favor of any other person at any time. Purchaser also shall not reverse compile, reverse engineer or otherwise attempt to arrive at the source code of the Supplier Property.

7.13.2. Purchaser acknowledges that Supplier provides consulting, implementation, maintenance and development services to its other clients/purchasers and agrees that nothing in this Agreement shall be deemed or construed to prevent Supplier from conducting such business. Specifically Purchaser agrees that notwithstanding anything contrary herein Supplier shall have the right to (a) develop, use and distribute works that perform functions the same as or similar to the Products ; and (b) provide services same or similar to the Services either for itself or for its other clients and it will not infringe the proprietary rights of Purchaser in the Products subject to Supplier maintaining confidentiality of Purchaser proprietary and confidential information.

7.14 *PERFORMANCE SECURITY*

7.14.1. Within 10 (ten) days of signing of contract, the Successful bidder shall furnish to the Bank the performance security equivalent to 10% of the contract amount valid for a period of 39 months in the form of a Bank Guarantee in the format enclosed (Section 9.7).

7.14.2. The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Successful bidder's failure to complete its obligations under the Contract.

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

7.15. *PAYMENT TERMS*

The payment terms will be as follows.
  ➢ 50% on Delivery of the Appliances.
  ➢ 30% on installation and commissioning of the Appliances at the site
  ➢ 20% on successful implementation and acceptance by the Bank

Payment shall be made directly into the Bidder's bank account within 15 days of receipt of the invoice and the relevant documents. The Bidder has to give his bank account details along with the commercial bid.

The Bidder's request(s) for payment shall be made to the Bank in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

7.16. *PRICES*

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

7.17. OBLIGATIONS OF THE SUPPLIER

7.17.1. The Supplier will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Purchaser's country, and will indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life or property, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

7.17.2. The Supplier is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract, and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

7.17.3. 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 client's business or operations without the prior written consent of the client. A separate non-disclosure agreement shall be executed by the supplier (L1 bidder), the format for which is provided under 9.11.

7.17.4. Reporting obligations - The bidder shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

7.18. DELIVERY AND DOCUMENTS

7.18.1. Delivery and Installation of the Appliances (hardware/ software systems) shall be made by the Supplier in accordance with the requirements in the RFP.

7.18.2. The Supplier shall mail 2 Copies of Supplier's Invoice showing contract number, products description, quantity, unit price and total amount to the purchaser

7.18.3. The purchaser will do a verification/audit of the deliverables mentioned in the RFP to ascertain that the deliverables conform to the specifications and requirements of the purchaser.

7.18.4. DOCUMENTS PREPARED BY THE SUCCESSFUL BIDDER FOR THIS PURPOSE TO BE THE PROPERTY OF THE BANK

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

7.19. DELAYS IN THE SUPPLIER'S PERFORMANCE

7.20.1 Delivery and installation of the Systems and performance of Services shall be made by the Supplier in accordance with the time schedule mutually agreed by the parties and set out in the Contract.

7.20.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Systems and/or 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). 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 in which case the extension shall be ratified by the parties by amendment of the Contract.

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

7.21. *LIQUIDATED DAMAGES*

7.21.1. If the Successful bidder fails to perform the Services within the period(s) specified in the SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as liquidated damages, for every such default in service. (SLA will be provided along with the Purchase order)

7.21.2. If the Successful bidder fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, upto a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages.

7.21.3. At that point the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank may use the same for any purpose which it may deem fit.

7.22. *TERMINATION FOR DEFAULT*

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

   a. if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or

   b. if the Successful bidder fails to perform any other obligation(s) under the Contract.

   c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

   d. When the value of the liquidated damages exceed 10% of the contract amount as in clause 7.21

     'For the purpose of this clause:

    "corrupt practice" means the offering, giving, receiving or soliciting of any thing 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.

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

7.23.   TERMINATION FOR DEFAULT BY THE SUPPLIER

7.23.1. The Supplier, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstance by giving a 30 days notice of termination and its reasons therefor to the Purchaser.

a) If the Purchaser commits any breach of the terms of the Contract and the said breach has not been cured even after 30 days of the Supplier sending a notice to the Purchaser requesting it to cure the said breach.

7.23.2. If the contract is terminated by the Supplier in terms of this Clause, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the payment that would become due on completion of the stage encompassing the termination

7.24.   TERMINATION FOR INSOLVENCY

7.24.1. If the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Purchaser is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt; then the supplier may at any time terminate the contract by giving written notice to the Purchaser. If the contract is terminated by the Supplier in terms of this Clause, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the payment that would become due on completion of the stage encompassing the termination and the costs, if any.

7.24.2. If the supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the supplier takes or suffers any other analogous action in consequence of debt; then the Purchaser may at any time terminate the contract by giving written notice to the Supplier. If the contract is terminated by the Purchaser in terms of this Clause, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser. In case the termination occurs before implementation in all the locations in terms of this clause, the puchaser is entitled to make his claim to the extent of the amount already paid by the purchaser to the supplier.

7.25. *TERMINATION FOR CONVENIENCE*

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

7.26. *FORCE MAJEURE*

7.26.1. The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

7.27. *WARRANTY*

7.27.1. The supplier undertakes that

a) warranty shall remain valid for 36 months after the Appliances have been installed at the final destination indicated in the Contract, or for forty two (42) months after the date of receipt of shipment at the destination, whichever period concludes earlier. This should be incorporated in the Invoice.

b) the deliverables supplied is complete in all respects as per the specifications responded in the bid.

c) the deliverables are verified for its correctness and in case of any error(s) the same will be rectified immediately or replaced.

d) they accept responsibility for the successful integration and interoperability of all proposed products/deliverables as required by the Bidding Documents.

e) all the deliverables offered, whether belonging to the bidder or any third party operate effectively and the Bidder is willing to accept responsibility for its successful operation.

7.27.2. The Supplier warrants, for the duration of the Warranty Period commencing from the date of implementation at all sites, that all the deliverables supplied under this Contract shall have no critical defect arising from design or from any act or omission of the Supplier, that may develop under normal use of the deliverables. This warranty excludes defects attributable to external factors beyond the Supplier's control, including power supply fluctuations, or the Purchaser's alterations, misuse or negligence.

7.27.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the warranty period and with all reasonable speed rectify the mistake without costs to the Purchaser.

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

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

7.27.6. Without limitation, the Supplier warrants that it shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used in relation to the deliverables, including, a written agreement with employees that all deliverables created under the Contract fall within the scope of their employment duties,

7.27.7 During the Warranty Period, the Supplier will provide and arrange for installation at no additional cost to the Purchaser all Product and documentation updates and new software version releases, if any, within mutually agreed time of their availability .

7.27.8. Subject to the provisions of Indemnity clause 7.12., the Supplier hereby represents and warrants that the deliverables as delivered does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights, or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser exclusively to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used.

7.27.9. Without prejudice to the warranties given for individual Products or Services, the Supplier hereby warrants to the Purchaser that, subject to the provisions of clause 7.27.1:

a) The Systems represent a complete, integrated solution to the Purchaser's requirements as set forth in the Technical/Functional Specifications and will provide the functionality and performance set forth therein. The Supplier shall accept responsibility for the successful interoperation and integration in accordance with the requirements of the Technical / Functional Specifications, of all Products provided under the Contract; The supplier is responsible for ensuring that the operations of the deliverables conform to the requirements and the specifications.

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

c) The Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from subcontracted third party producers

or licensors of Products included in the Systems. The Supplier will make all reasonable and necessary efforts to correct defects in the Systems that constitute significant deviations from the Technical Specifications and/or Supplier performance claims.

7.28. *LIMITATIONS TO WARRANTY*

a) If any of the Deliverables have been tampered with or altered by any unauthorised person from the purchaser's side, either by way of retrofitting or otherwise, the warranty provided by the Supplier shall be rendered void to that extent.

b) If the Purchaser uses any of the Deliverables in disregard to any operating instructions, the warranty shall be rendered void to that extent.

c) Any abuse, negligent use or misuse of any of the Deliverables shall render the warranty void to that extent.

7.29. *ANNUAL MAINTENANCE CONTRACT.*

After the expiry of warranty period of 36 months, the bank will enter into A M C for a further period of two years at a mutually agreed rate with the same supplier or the Bank may enter into AMC contract with another vendor at its discretion.

7.30. *INFORMATION SYSTEM SERVICE AND SUPPORT*

7.29.1. The Supplier is obliged to provide for maintenance and support services on 24 X 7 basis, as per the terms of this contract , during the warranty period of the System , subject to the limitations on warranty as set out herein in this Agreement.

7.30. *CHANGE ORDERS*

7.30.1. 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)   drawings, designs, or specifications, for Systems or for Services that are to be integrated, developed or customized specifically for the Purchaser;

b)   place of delivery

c)   the schedule for Installation or Acceptance

d)   the Services to be provided by the Supplier; and / or

e)   the substitution of new Products and Services from the Supplier. When such substitution is requested by the Purchaser, the Supplier shall notify the Purchaser in writing within 30 days of its decision to accept or reject the proposed Change Order.

7.30.2. 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 in consultation with the Supplier 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. If the parties cannot agree on an equitable adjustment, the Change Order will not be implemented.

7.30.3. The parties will agree during development of the Project Plan to a time period prior to the scheduled date for Acceptance, after which all specifications shall be frozen. Any Change Order generated after this time will be dealt with after Acceptance.

7.31.4. The Supplier agrees to design and program additional reports and features to Application Software packages at a price and schedule to be agreed with the Purchaser by means of a Change Order. The compensation for supplier's technical staff responsible for the additional effort shall be computed at mutually agreed rates at the time of requirement.

7.32. PURCHASER'S OBLIGATIONS

7.32.1. The Purchaser will appoint a Project Manager (and deputy/deputies as the case maybe) responsible for managing the project, with the authority to accept or reject all deliverables and to be the primary contact for the Supplier's Representative. The Project Manager will officially record all delays and problems, and forward them to the Supplier within 7 working days

7.32.2. The Purchaser shall be responsible for timely provision of all resources, facilities, product access, and information necessary for the completion of project implementation, as identified in the agreed and finalised Project Plan, except where provision thereof is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser in their obligation, may result in an appropriate extension of the project Installation and/or Acceptance schedules, at mutually agreed terms.

7.32.3. The Purchaser will designate appropriate staff for the training courses to be given by the Supplier, and shall make all appropriate logistical arrangements therefore in accordance with the Project Plan.

7.32.4. The Purchaser shall be solely responsible for the preparation and maintenance of the products sites in compliance with the environmental specifications defined by the Supplier. The Project Manager will designate final installation sites at least 30 days before the scheduled Installation date, to allow the Supplier to perform a site inspection and to verify the adequacy of site preparation before Installation of the products.

7.32.5. The Purchaser shall indemnify the Supplier and keep the Supplier fully and effectively indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or willful misconduct of the Purchaser, its employees, agents or subcontractors, either on Purchaser's premises or otherwise

7.33. EMPLOYEES

During the contract period and for a period and six (6) months thereafter, both the purchaser and the supplier shall refrain from canvassing each other's employees engaged in the performance of the Contract with a view to offering employment

7.34. TRAINING REQUIREMENTS

The bidder should provide hand holding training to the staff concerned for installation of device and troubleshooting.

7.35.   *TIME FRAME FOR COMPLETION OF PROJECT*

7.35.1 *PROCUREMENT AND INSTALLATION OF SECURITY DEVICES*

> ➢ The Purchase Order may be placed in part or full quantity of equipment called for in the bid.

> ➢ The delivery of equipments and its installation as per the scope and the specifications has to be done in phases as per the delivery instructions to be given by the Bank.

> ➢ Equipment should be supplied within four weeks from the date of issue of delivery instructions for supply of equipment.

7.36 Insurance:

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes. The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happen to the system due to non availability of storage cum erection policy, the supplier has to bear the losses.

7.37 IT ACT 2000

The Hardware and Software to be quoted as per this tender should comply with the requirements under information Technology Act 2000 and subsequent amendments

SECTION 8

DETAILED REQUIREMENTS AND SPECIFICATIONS

8.   DETAILED REQUIREMENTS AND SPECIFICATIONS

Technical Specification for Firewall Appliance with IPS Solution

Firewalls should be High Performance, High Availability Firewalls

Total Number of equipments to be procured	
Equipment	Corporate Office, Royapettah
Firewall (Appliance) (In failover mode) With NIPS feature	4

(Note: Deployment of firewall is as per Bank's decision)

Make: **Model:**

1. General Requirements: (Please give compliance as required in the last column in the following table)

S No.	Specifications	Available	Not Available
1	The Firewall must be an appliance with built in NIPS features and should be able to communicate with firewalls of other OEMs and multi-application environment		
2	The Firewall should support "Stateful" policy inspection technology. It should also have application intelligence for commonly used TCP/IP protocols.		
3	The platform must be on a physically separate System than the devices that it is protecting.		
4	Appliance should be rack mountable		
5	The Firewall should be ICSA Labs certified for ICSA 4.1x or EAL 4 certified or possess Common Criteria certification		
6	The Firewall should be able to integrate with third-party products from the point of view of centralized management, centralized logging and analysis & event correlation.		
7	The platform must use a hardened OS		
8	The platform should use hardware that is optimized for packet and Stateful filtering.		
9	Appliance should support for Active – Active as well as active -passive connections		
10	Should have redundant hot swappable power supplies		
11	Licensing: should be per device license for unlimited users and not user/IP based license.		
12	Firewall Architecture should be on multiple tiers		

S No.	Specifications	Available	Not Available
13	Should support IPv4/ IPv6 traffic		
14	Firewall should have hard disk of size atleast 80 GB to enable local storage		

2. Installation and Configuration

S No.	Specifications	Available	Not Available
1.	Requires minimal setup and configuration.		
2.	Operates effectively and protects against malicious traffic via a default, out-of-the-box configuration.		
3.	Supports both manual and automated security content and product enhancement upgrades.		
4.	Supports global policy rollout to multiple IPS simultaneously.		

3. Interface and Connectivity Requirements:

S No.	Specifications	Available	Not Available
1	The platform must have 8 gigabit interfaces with 10/100/1000 gigabit Ethernet interfaces and additional 2 SFP populated ports interfaces. All ports should be available for user segments (excluding Heartbeat, Management etc.).		
2	The platform should support Link aggregation technology to group multiple physical links into a single logical link for higher bandwidth.		
3	The platform should support VLAN tagging (IEEE 802.1q)		
4.	Should have option to work in transparent mode requiring no IP address or network reconfiguration		

4. High Availability Requirements:

S No.	Specifications	Available	Not Available
1.	The Firewall should have features for stateful clustering of multiple active firewalls, and the firewalls must load balance the traffic between them to share the load evenly		

5. Performance Requirements:

S No.	Specifications	Available	Not Available
1	The Firewall must support at least 1,00,000 concurrent sessions		
2	The Firewall must support at least 25000 new sessions per second processing.		

S No.	Specifications	Available	Not Available
4	The Firewall should support throughputs of minimum 3 Gbps .		
5	After enabling IPS Feature Firewall output should be 2 Gbps		
6	VPN-(IPSEC/SSL) Feature should be available.		
7.	NIPS feature of the firewall should not introduce any Network Latency.		

6.   Layer 2 / 3 Requirements:

S No.	Specifications	Available	Not Available
1	The Firewall should support IEEE 802.1q VLAN Tagging.		
2	There should be support for increasing bandwidth for links by using link aggregation technologies.		
3	Static routing must be supported.		
4	Policy Based routing features must be available		
5	The Firewall should support OSPF & BGP		
6	Should support minimum of 1000 vlans		
7.	Should support atleast 1000 static routes.		
8	The device should support multicast routing		
9.	The Device should support atleast 1000 no. access control lists		

7.   Firewall with NIPS- Features Requirement:

S No	Specifications	Available	Not Available
1.	It should be possible to operate the firewall in a "stealth mode" or "bridging mode". Using the Layer 2 mode, the firewall IP address should not be visible to the outside world. -The Firewall should not be visible by IP Scanners. -The Firewall should have anti-spoofing capability in this mode.		
2.	The Firewall should also support the standard Layer 3 mode of configuration with Interface IP's. Even in this mode, it should be possible to protect the firewall policies from being compromised.		
3.	The Firewall must have application layer inspection of sessions feature.		

S No	Specifications	Available	Not Available
4.	The Firewall must provide NAT functionality, including dynamic and static NAT source based NAT and Destination based NAT translations		
5.	The Firewall should be able to analyze, detect and report on security related events able to filter traffic even if the packets are fragmented.		
6.	Application Control with support for applications to enhance the IPS functionality. All internet based applications should be supported for filtering like Telnet, FTP, SMTP, http, DNS, ICMP, DHCP, ARP, RPC, SNMP, mime, s/mime, Lotus Notes, Ms-Exchange etc		
7.	The Firewall should support authentication protocols like LDAP, RADIUS and have support for firewall passwords, smart cards, token-based products like SecurID, LDAP-stored passwords, RADIUS or TACACS+ authentication servers, and X.509 digital certificates.		
8.	The Firewall/ NIPS should be able to inspect traffic and to drop malicious traffic based on the configuration or security policy		
9.	The Firewall/ NIPS should be able to detect attacks based on Signature-based, behavioural, and protocol anomaly. The Firewall/ NIPS should be able to inspect the content of network packets for unique sequences/signatures,		
10.	The Firewall/ NIPS should be Able to detect and prevent known types of attack such as worm or Trojan infections and hacks.		
11.	The Firewall/ NIPS should be Able to prevent denial of service and Distributed Denial of Service attacks.		
12.	The Firewall/ NIPS should be Able to prevent abnormal behaviors by monitoring and learning normal network behaviors.		
13.	The Firewall/ NIPS should be Able to identify through real-time traffic monitoring and comparison with stored statistics/thresholds, abnormal rates for certain types of traffic e.g. TCP, UDP or ARP packets, connections per second, packets per connection, packets to specific ports etc.		
14.	The Firewall/ NIPS should be Able to detect and prevent attacks when thresholds are exceeded and dynamically adjust the thresholds based on date/day and time parameters etc., referring to stored traffic statistics.		
15.	The Firewall/ NIPS should be able to deploy various prevention techniques such as rate-limiting specific attack-related traffic types, source or connection tracking, and source-address, port or protocol filtering (black-listing) or validation (white-listing), etc.		
16.	The Firewall/ NIPS should Block attacks such as DoS, port scanning, IP/ICMP/TCP-related, DNS cache poisoning, FTP bounce, improper commands		

S No	Specifications	Available	Not Available
17.	The Firewall should support database related filtering and should have support for Oracle, MS-SQL, Oracle SQL-Net.		
18.	Support for Filtering Layer 3 and Layer 4 protocol based applications		
19.	Simultaneous threading while processing connections		
20.	Packet Inspection to support entire OSI Layer		
21.	IPS should have a option to run in by-pass mode if the CPU of the device increases		
22.	The device should detect KeyLogger applications and prevent user access		
23.	IPS should have option to configure country based blocking		
26.	Provision to restrict packets based on the following: Source address, Destination address, protocol type, user, port number, time, URLs		
27.	Provision for filtering multimedia applications such as VoIP, H.323, SIP etc		
28.	Firewall should have features for filtering HTTP traffic based on IP addresses.		

8. Administration/ Management Requirements:

S No.	Specifications	Available	Not Available
1	Dedicated Centralised remote management software for all the four firewalls and Hardware for management is to be provided by the bidder. The monitoring software should allow multiple sessions. The hardware should be suitably sized to enable operations of management software of Firewalls and NIPS from the same hardware. Management module should be different from the gateway module.		
2	The Firewall must support https, SSH management. Access to the Firewalls via the GUI or the CLI must be through a secure management channel.		
3	Should have configurable option to define remote access to the Firewall on any interface and restrict the same to a specific IP/Subnet		
4	Simplified provisioning for addition of new firewalls where by a standard firewall policy could be pushed into the new firewall should be available.		
5	Making changes to the firewall rules set must be possible through a Graphical User Interface (GUI) and a Command Line Interface (CLI).		
6	The Firewall Management station must provide a means for exporting the firewall rules set and configuration to a text file.		
7	It should be possible to connect directly to the Firewall through an encrypted connection to perform		

S No.	Specifications	Available	Not Available
	troubleshooting, management and configuration.		
8	There must be a means of connecting directly to the firewall through a console connection		
9	The Firewall must provide statistics about the status of Firewalls within the cluster.		
10	The Firewall must send SNMP traps to Network Management Servers (NMS) in response to System failures.		
11	Provision to view detailed Firewall configuration		
12	Support for secure administration of multiple firewalls from a central workstation		
13	Support for secure initial configuration		
14	Provision solution for easy to read & implement rule sets		
15	Automatic synchronization ability of rules on multiple firewalls		
16	Provision to generate automatic alerts through SMS, email, as critical logs to log server		
17	Provision to send alerts to multiple recipients by e-mail/ SMS		
18	The Firewall must not support any non-secure means of access to the Firewall.		
19	Support for role based administration of firewall		
20	Management server should give a full view on all changes to objects and rules to generate an audit log for any forensic/ compliance needs.		

9. Authentication Requirements:

S No.	Specifications	Available	Not Available
1	Support for authentication at the firewall policy level		
2	Support for SecureID		
3	Support for RADIUS and TACACS+		
4	Support for Active Directory, LDAP etc		

10. Hiding Internal Network:

S No.	Specifications	Available	Not Available
1	Support for network address translation		
2	Support for Port address translation		
3	Support for Split domain name service		

11. Encryption / VPN Requirements

S No.	Specifications	Available	Not Available
1	Firewall should support full encryption and compression standards and protocols a) DES, 3DES, AES, RC4 b) MD5 and SHA-1 authentication (512 bits or above) c) IPSec-certified by the TruSecure (International Computer Security Association – ICSA) d) Diffie-Hellman Group 1 and Group 2 Internet Key Exchange (IKE) algorithm		
2	Encrypted tunnel support – firewall to firewall		
3	Encrypted tunnel support – Firewall Management server to Firewall		
4	Support for choice of encryption methods		
5	Encrypted tunnel support for Internet & dial up connections		

12. Other Requirements:

S No.	Specifications	Available	Not Available
1	Provision to create secure zones / DMZ		
2	Support for IP/port forwarding		
3	Support for integration with NMS solution		
4	Support for Ethernet/ Fast Ethernet/ Gig Ethernet		

13. Web Server Security

S No.	Specifications	Available	Not Available
1	Should offer protection for web servers using separate web security modules or using integrated IPS		
2	Should support Malicious code protection.		
3	Should monitor Web communication for potential executable code		
4	Blocks malicious executable code from reaching a target host.		
5.	Should be capable of doing real-time security decisions based on session and application information, and protects Web communication even when it spans multiple TCP segments		
6.	Should Identify buffer overflow, heap overflows, and other malicious executable code attacks on Web servers and other applications without the need of signatures		

S No.	Specifications	Available	Not Available
7.	Should detect malicious executable code within Web communications by identifying existence potential for malicious behavior		

14. *NETWORK INTRUSION PREVENTION SYSTEM (NIPS)built in the firewall:*

S No	Specifications	Available	Not available
	Security Content		
1.	Consists of Bidder's original threat intelligence and is not overly dependent on information available in the public domain.		
2.	Is continuously updated with new threat intelligence		
3.	Security information is meaningful, comprehensive and freely available to customers and non-customers via a publicly accessible database.		
4.	Supports CVE-cross referencing where applicable.		
5.	Detects and blocks all known, high risk exploits along with their underlying vulnerability		
6.	Bidder distributes periodical Security Intelligence Reports		
7.	Reports provide information on latest security issues, cyber attack trends, and statistics.		
	Customization		
1.	Automatically blocks malicious traffic out of the box and allows additional blocking upon policy customization.		
2.	Can enable/disable each individual signature. Each signature should allow granular tuning.		
3.	Features for categorization of signatures for efficient enabling/disabling.		
4.	Filters traffic based on IP address or network range, protocol, and service in support of organizational security policy to allow/disallow specific types of activity between hosts.		
	Updates		
1.	Supports automated security check and product updates.		
2.	Updates are frequent and regular.		
3.	Bidder provides detailed update history on public web site.		
4.	Security check updates do not require reboot of IPS unit.		

S No	Specifications	Available	Not available
	Accuracy		
1.	Accurately detects intrusion attempts and discerns between the various types and risk levels including unauthorized access attempts, pre-attack probes, suspicious activity, DoS, DDoS, vulnerability exploitation, brute force, hybrids, and zero-day attacks.		
2.	Accurately identifies attacks with correct severity level while allowing benign traffic to pass without interruption.		
	Detection Technology		
1.	Detects and blocks all known, high risk exploits.		
2.	Employs full seven-layer protocol analysis for all major protocols.		
3.	Performs stateful packet inspection.		
4.	Security checks have a pre-defined severity level associated with them. The severity of each check should also be configurable.		
5.	Does TCP stream reassembly.		
6.	Does IP defragmentation.		
7.	Supports attack recognition inside IPv4/ IPv6 encapsulated packets.		
8.	Performs real-time event consolidation of multiple events at sensor.		
9.	Supports user-defined signatures with Regular Expressions.		
	Prevention Technology		
1.	Supports active blocking of traffic based on pre-defined rules to thwart attacks before any damage is done, i.e. before compromise occurs.		
2.	Supports active blocking of traffic based on dynamic responses to pre-defined rules.		
3.	Supports several prevention techniques including drop-packet, tcp-rst, etc.		
	Response Mechanisms		
1.	Supports granular set of unique responses for every signature.		
2.	Supports response adjustment on a per signature basis.		

15. Firewall with NIPS - Logging, Statistics and Reporting Requirements

S No	Specifications	Available	Not Available
1	Any changes or commands issued by an authenticated user should be logged		
2	The Firewall must send log information to an external log server via an encrypted connection		
3	The Firewall management software must provide a means of viewing, filtering, managing & customizing the log data		
4	The Firewall logs must contain information about the firewall policy rule that triggered the log		
5	The overhead requirement requirements on account of Firewall logging must not at any time be above 1%		
6	Log in detail all connections which are blocked		
7	Log in detail all connections which go through the Firewall		
8	Support for remote logging		
9	Provision to export log files		
10	Should have options to generate reports in different formats like html, pdf, ms word,excel etc.		
11	Provision to generate printable & searchable reports		
12	The solution shall have readymade templates to generate reports		
13	Report all denied connections inbound		
14	Report all denied connections outbound		
15	Report all successful connections inbound		
16	Report all successful connections outbound		
17	Report traffic levels for inbound destinations		
18	Report traffic levels for outbound destinations		
19	Provision for generation of custom reports (Like source-based, destination-based, event-based, service based etc as per requirement of user.)		
20	Provision to generate performance statistics		
21	Capability to produce reports which measure usage of resources		
22	Capability to produce reports of break-in attempts		
23	Capability to produce reports on network activities through the Firewall		
24	Provision to filter reports on user defined events		
25	Provision to filter reports on all except those user defined events		
26	Firewalls should have features for audit analysis and report generation		

16. Documentation

S No	Specifications	Available	Not Available
1.	Installation and Operation Guide is provided.		
2.	Administrator's Guide is provided.		
3.	Support portal account is provided with access to Knowledge base		
4.	Strategy Guide is provided.		
5.	Supports searchable online help		
6.	Platform and individual product data sheets are provided.		
7.	Technical Hands On Trainings to be provided to (10-15) Bank officials.		

SECTION 9

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

इंडियन बैंक
Indian Bank

9. BID FORM, PRICE SCHEDULES AND OTHER FORMATS

9.1. TECHNICAL BID

TO   Date:
INDIAN BANK
Corporate Office
Chennai 600 014

Dear sir,

Sub: PROCUREMENT& INSTALLATION OF FIREWALL APPLIANCES AT
     CORPORATE OFFICE

Having examined the Bidding Documents including Addenda Nos. ....(insert numbers),the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **PROCUREMENT and INSTALLATION, FIREWALL APPLIANCES AT CORPORATE OFFICE**   and submit our technical Bid as follows:

The specifications for the following areas as per your scope of work are duly filled in by us along with our comments wherever required and they are enclosed along with this.

List of deviations from the required specifications:

1)
2)
(If left blank, it is treated that there are no deviations in the compliance of specifications)

We offer a warranty period of **Three years** from the date of installation of the equipment and other solutions as specified in Scope of work under your bid document.

We agree for insuring the systems during transit and covering of storage cum erection risk for a period of three months from the date of delivery at the destination.

We enclose the technical brochures for the models quoted.

We submit that we should abide by your Standard terms and conditions governing the quotations and Warranty mentioned in the bidding document.

We submit that we abide by the details given above.
We undertake, if our bid is accepted, to complete the services in accordance with the delivery schedule specified in the bid.
We undertake to execute Service Level Agreement (SLA), Non Disclosure Agreement (NDA) and other forms for this tender as per Bank's format.
If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 % of the contract amount 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 should remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your notification of award, should 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 clarify/confirm that we comply with the qualification criteria of the bidding documents.

Dated this......................... Day of......................... 20....................

....
                Signature

(In the Capacity of)

.... Duly authorised to sign bid for and on behalf of (give below the Name & Address of Bidder)

Note:

The Technical Bid shall include the following :

1. Detailed Project Plan corresponding to the deliverables as required by INDIAN Bank for the project.
2. The Project Plan should indicate the milestones and time frame of completion of the activities of the Project.
3. The solution provider is required to give details of standards followed

4. Resources and support required from the Bank to be defined clearly
5. The solution should cover all the requirements specified in the General Requirements of the solution.
6. The data available within the system/networks should not be exported outside the network and should not be stored in any systems other than the one assigned for such storage.
7. The solution provider should give an undertaking on the above points.

9.2   *MANUFACTURER'S AUTHORIZATION FORM*

No. _____   dated

To

Dear Sir:

BID REF. NO. HO/TMD/ ISS/PG/347/2011-12 Dated 17 02 2012

We _____ who are established and reputable manufacturers of _____ *(name & descriptions of goods offered)* do hereby authorize M/s _____ *(Name and address of bidder)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above bid.

We hereby extend our full guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this bid.

We would provide support/upgrade during contract period, in case the bidder is not able to provide the same.

We confirm that the hardware mentioned in Technical bid by bidder to support their solution meets the requirements of the tender.

a) In case bidder is not able to provide support/upgrade during contract period, Original supplier/manufacturer should provide the same.
b) The hardware mentioned in Technical bid by bidder to support their solution meets the requirements of the tender.

Yours faithfully,

(Name)
(Name of manufacturers)

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. The Bidder should include it in their bid.

9.3. BIDDER PROFILE

General	
Company Name	
Name of the CEO	
Name of the Principal Banker and address	
Holding Company or Parent Company (if any)	
Company's address Head Office: Chennai Office, If any:	
Head Office Phone, fax, E-Mail Chennai Office Phone, fax, E-Mail	
Details of Service support Centres in Chennai, Hyderabad and other Metros/cities/towns	
Please provide details of ownership: private/public; Holding company, If any. Top 3 shareholders	

Number of years of experience in	Supply, Installation, Configuration of Firewalls	
	Deployment of Firewalls	

Name of the Contact person/s	

Phone / Mobile/ FAX number/s			
Financial Background (in Crores)	2005-2006	2006-2007	2007-08
Turnover			
Net Profit After TAX			
Total Assets			
Total Liabilities			

Staff

	In the company
Total number of employees	
Administrative staff	
Hubsite technical staff	
Field Engineers	

Network product Partnership
Others

List of Deliverables as per the Scope of Work/General Requirements of the Solution	
Is Company ISO Certified? If yes, provide information along with true copy of the certificate	

9.4. CLIENTS' REFERENCE FORMAT

Similar Projects carried out in India in the last three years which best illustrate qualifications.

The following information should be provided in the format below separately for each PROJECT for which the client, legally contracted your Company. (Please attach additional sheets wherever necessary)

Name of the client			
Total Value of the project given to the Company			
Contact person from the client side for reference purpose on details of this project			
Contact Phone Nos. of the Client			
Name and Nature of the Project	Deployment of Firewalls		
	Deployment of Firewalls solutions	Type of Firewalls solution deployed	
No. of Firewalls implemented in the project			
When the project was executed			
Duration of the project			
Any other relevant details on the project like platform of Solution, number of Firewalls being managed, services being offered, total time to commission of project (module wise), etc.			

9.5. BID SECURITY FORM

Whereas ....*(hereinafter called "the Bidder")* has submitted its bid dated .... *(date of submission of bid)* for the supply of/providing services for .... *(name and/or description of the goods/services)* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE .... *(name of bank)* of .... (name of country), having our registered office at .... *(address of bank)* (hereinafter called "the Bank"), are bound unto INDIAN Bank in the sum of _____for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2012_____.

THE CONDITIONS of this obligation are:
1.   If the Bidder
(a)   withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
(b)   does not accept the correction of errors in accordance with the Instructions to Bidders; or
2.   If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
        (a)   fails or refuses to execute the Contract Form if required; or
        (b)   fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

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

....
(Signature of the Bank)

NOTE : 1.   Successful bidder should ensure that the 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 should be on a Non-Judicial Stamp Paper of requisite value.

9.6. CONTRACT FORM

THIS AGREEMENT made the ....day of................................, 2012... Between INDIAN Bank of India (hereinafter "the Purchaser") of the one part and .... *(Name of Supplier)* of .... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz., ... *(Brief Description of Goods and Services)* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of .... *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2.   The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  (a)   the Bid Form and the Price Schedule submitted by the Bidder;
  (b)   the Schedule of Requirements;
  (c)   the Technical Specifications;
  (d)   the Conditions of Contract;
  (e)   the Purchaser's Notification of Award.

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

3.   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:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE

TOTAL VALUE:
DELIVERY SCHEDULE:
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
Signed, Sealed and Delivered by the
said .... (For INDIAN Bank)
in the presence of:......................................
Signed, Sealed and Delivered by the
said .... (For the Supplier)
in the presence of:......................................

9.7. PERFORMANCE SECURITY FORM

Bank Guarantee No.   Date   :

To : INDIAN BANK :

WHEREAS .... (Name of Bidder) hereinafter called "the Bidder") has undertaken , in pursuance of Contract No................. dated,........... 20... to supply...................... ....(Description of Goods and Services) (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the ....day of...................2012......
                    Signature and Seal of Guarantors
                    ....
                    Date...2012.....
                    Address:..

                    ....
NOTE :
1. Bidders should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantes.
2. Bank guarantees issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value

9.8. COMMERCIAL BID

TO   Date:

INDIAN Bank
Corporate Office,
Chennai-600014

Dear sir,

Sub: **PROCUREMENT& INSTALLATION OF FIREWALL APPLIANCES AT CORPORATE OFFICE**

Ref: Your bid TMD/ISS/PG/347/2011-12 Dated 17 02 2012

Having examined the Bidding Documents including Addenda Nos. ....(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to PROCUREMENT and INSTALLATION, OF FIREWALL APPLIANCES AT CORPORATE OFFICE for your Bank, and we submit our commercial bid as follows:

PRICE SCHEDULE

Procurement and installation of Firewalls at Corporate Office:

Amount in Rupees

Item Description As per the technical specifications. (a)	Quantity (b)	Price per unit include all taxes, duties, levies, insurance, installation charges etc but exclusive of Octroi and Entry Tax. (c)	Total Price to include all taxes, duties, levies, insurance, installation charges etc but exclusive of Octroi and Entry Tax) d = (b * c)
Firewalls	**4 numbers**		

Rupees in words
…………………………………………………………………………………………

Note:

* Price to include all taxes, duties, levies, insurance, installation charges etc but exclusive of Octroi and Entry Tax.

* TDS deductible as per rules prevailing on the date of payment on applicable items

* The Octroi and Entry Tax paid will be reimbursed on production of the original receipt.

* The cost should be based on complete solution i.e. Software, Installation, Configuration, Customization and Maintenance as quoted by bidder.

*   In case of discrepancy between subtotals and the total, the subtotal shall prevail.

*   In case of discrepancy between words & figures, the amount in words shall prevail.

The warranty period is for three years from the date of commissioning of the Appliance .

Dated this .... day of .... 2012....................

....
            Signature
      (In the Capacity of)

.... Duly authorised to sign bid for and on behalf of
                                    (give below the Name & Address of Bidder with phone
                                    Numbers including local number and e mail address)

9.9 Scope of work

Under the Procurement of four firewall appliances, with High Availability to ensure redundancy, the service provider has to carry out the following activities

Activities

Activity 1: Security Device Supplier Coordination

This activity defines the objectives which the Bidder must carry out for the interface with the Security Device Supplier for the hardware support.

S N	Description
1.	In the event of Hardware component or system failure open a case with Hardware Supplier
2.	Co-ordinate with the respective Hardware Supplier to ensure the part or complete replacement or service
3.	Communicate with Indian Bank for the Hardware Replacement status
4.	Review the Hardware Suppliers' SLA for recommending measures to improve the service levels
5.	Track Hardware AMC Renewal Dates & Validation

Activity 2: Security Device OS (flash) Maintenance

This activity defines the objectives for ensuring the software installation, reinstallation, updates etc. required in the event of any OS crash or malfunction, network architectural changes planned by Indian Bank or security device software upgrade etc.

S N	Description
1	Re-Install, re-configure & harden the Operating System of the in-scope security devices in the event of any failure or OS crash.
2	Install all the security patches with latest security updates at the time of re-installation of the OS.
3	Maintain IP addressing schemes, routing information, routing tables, etc. for the firewall operations
4	Provide Indian Bank with a detailed information for outages due to OS failure or Mis-configuration that identify the services impact, source of breach, and preventive measures being taken to prevent future similar Incidents and outages
5	Provide Indian Bank with read-only physical access to raw data within an agreed upon time frame

Activity 3: Security/Platform Framework Management

This activity defines the objectives for ensuring the integration of the security components with the other security & network components to deliver a framework support.

S N	Description
1	Integrate the security devices with the other network components to strengthen the overall security posture as recommended by Indian Bank.
2	Integration of security devices with AAA systems like, TACACS+ / SecurID for the Administrative access framework & audit trails.
3	Provide the suggestions for any network and security upgrades/changes that can enhance the security posture and/or add business value to the delivery framework.

Activity 4: Security Application Management

This activity defines the BIDDER service deliverables or the firewall management that broadly includes the operations & maintenance tasks for day-to-day security application management. For example, security policy changes, policy redesign, firewall physical security, etc.

S N	Description
1	Management of the firewalls for policy changes on a continuous basis and in the event of any attack or business requirement to add/delete the services.
2	Install, configure & upgrade the approved firewall enforcement components
3	Modification and configuration of new and existing rule base policies for firewall in response to the Indian Bank approved Policy Change Request (PCR) for respective firewall(s).
4	Rule base cleanup for all the firewall devices based on the approval for the same from Indian Bank.
5	Implement and maintain baselines and device-specific ACLs and rule sets in accordance with Indian Bank policies
6.	Provide Security Device Problem Services (Troubleshooting) that is aimed at resolving the problems impacting the business, network security framework, etc.
7	Provide Indian Bank with a detailed explanation of outages due to firewall application failure or configuration issues that identify the services impact, source of breach and preventive measures being taken to prevent future similar Incidents and outages
8	Coordinate Service delivery with Help Desks, as well as other support groups like Indian Bank and its network team and all appropriate third parties, as necessary, for the security device management services for the devices in scope.
9	Maintain security device configuration, etc. based on industry best practices and as requested, for the firewall devices within the scope.
10	Complete documentation and architecture layout on firewall site deployment layout
11	Comply with Indian Bank and its policies, standards & regulations applicable to the Bank for information, Systems, personnel, physical & technical security for the security devices in the scope.
12	Conform to changes in laws, regulations and policies. Major changes shall be proposed on a project-by-project effort basis to alter the environment to conform to the new requirements for the firewalls within the present scope only.
13	Participate in coordination of all changes to the IT security infrastructure within the present scope
14	Participate in technical and business planning sessions to establish security standards, architecture and project initiatives where the firewall may impact or improvise the design
15	Provide infrastructure security planning & analysis, recommendations for installation and upgrade.
16	Provide timely creation, updating, maintenance project plans, project time and cost estimates to the Indian Bank for all projects and major service activities, within the scope of security devices
17	Perform firewall engineering, security design, redesign, etc. for the devices as recommended by Indian Bank.
18	Tracking/Alerting the maintenance contract expiry & required license, software subscription for all hardware & software components of security devices

Activity 5: Firewall Monitoring & Reporting

This activity defines the BIDDER service deliverables for the security events monitoring, event correlation & analysis, basic audit and reporting.

SN	Description
1.	**Logs & audit trails.** Monitoring for the security events and raise the alerts for any unauthorized access that may lead to security breach into the Indian Bank environment.
2.	Identify and rectify any virus/worm infected System based on the viruses/worms activity observed at the firewalls and take remedial action.
3.	Open the Trouble Ticket in BIDDER Trouble Ticketing System for any security breach, intrusion, anomaly or virus outbreak.
4.	Closure of Trouble Ticket and follow-up with respective Indian Bank team members should there be any dependency.
5.	Security Devices availability, utilization (CPU, RAM, HDD, Sessions) violation/exception alerting.
6.	Provide initial review and resolution of security Incidents and the determination if escalation to Indian Bank IT Security is warranted. Provide technical advice for prevention of such incidents.
7.	Auditing & analysis of events & alerts generated by the security devices
8.	Auditing & analysis of traffic statistics as reported in the firewall connections' information
9.	Prepare the monthly reports to summarize the list of events, trouble tickets, PCRs, and other security recommendations.
10.	Develop & document security monitoring procedures that meet requirements and adhere to defined security policies & standards
11.	Audit the firewall rules policy for any exception policy. Re-validate the Exception policy requirements with Indian Bank.
12.	Maintain & provide audit information including access, general logs, and application logs in accordance with Indian Bank security policies & standards for the security devices and application within the scope
13.	Reporting security device status on compliance as per recommended format and schedule

Activity 6: Security Devices' User ID Management

This activity defines the BIDDER service deliverables for the management and maintenance of the user & administrative accounts on the firewall devices.

SN	Description
1	Set up and manage admin and user accounts. Perform access control on need basis
2	Perform the User ID Management for the security devices to comply with the password policy of Indian Bank at all times.

3	Create, change and delete admin & user accounts as per requests in accordance with Indian Bank security policies & standards
4	Reset passwords as required in accordance with Indian Bank security policies & standards
5	Audit & review the existing users and administrator account information periodically. Generate a monthly report for Indian Bank employees who have been given a operator or admin or other privileges to any of the firewalls and other security devices

Activity 7: Routine Maintenance

The objective of this set of services is to ensure the process & technical compliance of the security devices with the Indian Bank Audit requirements. Following tables enlists the service deliverables for the desired objectives.

S N	Description
1	Carry out the Vulnerability Assessment on the Security Devices with the standard tools.
2	Support in audit compliance conducted at any time of the contract period by the Indian Bank or Indian Bank approved auditing body.
3	Provide the reports and status information from time-to-time capturing the regulatory compliance status/information of all the firewall devices in scope
4	Maintain & provide Indian Bank with a copy of or access to any BIDDER-supplied security documentation (including updates thereto)
5	Track and apply the security patches required for the security devices
6	Generate monthly report for the required "bug fix" patches (gap report) on the firewalls, i.e. report with the list of required patches versus applied patches
7	Storage of logs in a central repository of log files to ensure secure storage of logs

Activity 8: Security Device Configuration Backup

This activity defines the BIDDER service deliverables for the firewall device configuration backup & backup plan for business continuity.

S N	Description
1	Prepare a backup plan with the single & high availability modules.
2	Take the backup of the OS configuration files any time there is a change in the OS configuration, besides regular backup on a monthly basis
3	Take a daily backup for firewall policies configuration and routing tables as well as if there is any change in the policy
4	Review the backup configuration and test the same periodically Review business continuity procedures to be followed in the event of firewall failure.
5	Submit the Periodic Reports on the backup status and testing.

Activity 9   REPORTS

Sl.No	Functionality
1	Proposed solution should include pre built comprehensive reports
2	Proposed solution should include pre built comprehensive reports Anti Virus

	information: Top M compliant / non compliant assets; assets with N, N-1,N-2, N-3 DAT file versions
3	The solution should include a historical event query mechanism along with a full data management application for partition management.

9.10 Letter of authenticity

This has reference to Firewalls and other supplies being quoted to Indian Bank vide our quotation/order no. ----- Dated ----------.

We hereby undertake that all the components/parts/assembly/software used in the Firewalls and other supplies under the above, like Hard disk, Monitors, Memory etc shall be original new components/parts/ assembly /software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked by Indian Bank in the purchase order shall be supplied along with the authorised license certificate (eg. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg Authorised Microsoft Channel in case of Microsoft Operating System).

Should Indian Bank require, we shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the Firewalls and other supplies already billed, we agree to take back Firewalls and other supplies if already supplied and return the money if any paid to us by Indian Bank in this regard and our EMD/BG get forfeited.

We (system OEM Name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our Authorised Service Centre/Reseller etc.

Authorised Signatory

Name:

Designation

Place

Date

**PS: (The above declaration has to be given by the company secretary duly
Signed on the Letter Head of the company)**

9.11 Format of NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at ……..on this the…..day of………20.. between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at No.66, Rajaji Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

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

M/s. ………………............... Limited has been engaged in the business of ……………………………………………………………………………………………………… ……………………………………………………………………………………………………… ……………………………………………………………………………. (indicate brief details of the company's business activities)

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

   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.
Use of contract documents and information

M/s. .... Limited shall not, without the Bank'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 Bank in connection therewith, to any person other than a person employed by M/s............................. Limited 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.

M/s. .... Limited shall not, without the Bank's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

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

Use of Confidential Information-

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

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, 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.

In case the Purchaser wishes not to renew the maintenance contract, after the term of this Agreement, the Purchaser has the right to maintain the System through its own employees. However, if the Purchaser wishes to appoint any entity other than the Supplier for providing the said maintenance services, the same can be done only after obtaining prior agreements from such entity with respect to protection of confidentiality and intellectual property rights of the Supplier. The entity shall provide such undertakings for protection of confidentiality and intellectual property rights as may be required by the Supplier by executing a form to be provided by the Supplier / Sub-Contractor. It is expressly understood that in such an event, the Purchaser undertakes at all times to protect the confidentiality and intellectual property rights of the Supplier and shall be responsible for all acts and deeds of the said entity.

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

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Purchases.tmd@indianbank.co.in

> ➤ 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 an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

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 nor or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6 .Return of confidential information

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

7. Remedies:-

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

8. Entire agreement-

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

9. Severability

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

10. Dispute resolution mechanism:

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

11. Jurisdiction

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

12. Governing laws

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

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

INDIAN BANK   …………..

M/S. ……………………………………… Limited
(Vendor)

9.12 *Documents to be submitted by the bidder*

S.No.		Particulars of the Documents
1.		Demand Draft/Banker's Pay Order payable at Chennai for Rs.2,500/ favouring "INDIAN BANK" towards Bid Document Price
2.		Bid Security/Earnest Money Deposit in the form of Bank Guarantee for Rs. 2.5 lakhs (Rupees Two lakhs & Fifty Thousand only)
3.		Valid Sales Tax/VAT Registration Certificate and Service Tax Registration Certificate
4.		Copies of attested audited Balance Sheets for 3 years, 2008-09, 2009-10, 2010-11
5.		Details of Projects executed
6.		Letter of undertaking that the bidder is not in the blacklist of the Central/ any of the State Governments in India or any Financial Institution in India.
7.		Soft copy of the documents
8.		Complete solution document – should contain the following details
	a	**Architecture of the solution:** This must contain details of implementation methodology of the project viz., Deployment of Firewalls Solution with proposed time frame for each stage of the project along with details of manpower deployment.
	b	Product details
	C	Documentation of the products (software/firmware) to be deployed in the Solution along with Data Sheets, Details of Part Number and Fact Files pertaining to the appliances being quoted.
	d	Details of OEM
	e	Any other detail
9		**Bid form, Price schedules and Other Formats for submission**
	1	Technical Bid (should contain all the documents called for therein)
	2	Manufacturer's Authorization form/Letter of Authorization/ letter of authority from the original equipment manufacturer. It 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
	3	Bidder Profile
	4	Clients' reference format
	5	Bid Security Format
	6	Contract Form
	7	Performance Guarantee Form
	8	Commercial Bid –Part II in a separate sealed cover
	9	Letter of Authenticity
	10	Scope of Work
	11	Letter of authenticity
	12	Non Disclosure Agreement
	13	Other documents as and when required during the technical evaluation should be submitted.