



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

विभिन्न आईटी सुरक्षा और प्रबंधन समाधानों की खरीद हेतु –
प्रस्ताव के लिए आमंत्रण
Request for Proposal for Procurement of Various
IT Security & Management Solutions

| | |
|---|------------------------------|
| टेंडर सं. / Tender No. | 500/2021/1603/CBO/ITV |
| टेंडर जारी करने की तिथि / Tender Issue Date | January 25, 2021 |
| पूर्व-बोली बैठक / Pre-Bid meeting | February 01, 2021;1130 hours |
| बोली जमा करने की अंतिम तिथि / Last date for submission of bids. | February 16, 2021;1530 hours |

Issued By:

भारतीय लघु उद्योग विकास बैंक
इन्फॉर्मेशन टेक्नालजी वर्टिकल, ओवेरसीस
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1. Critical Information

1.1. Details of Critical Information

| S.N. क्र.सं. | Details / विवरण | | |
|-----------------|--|---|------------|
| 1 | Tender No. & issue Date / टेंडर सं. और टेंडर जारी करने की तिथि | 500/2021/1603/CBO/ITV Dated January 25, 2021 | |
| 2 | Brief description of tender / निविदा का संक्षिप्त विवरण | Procurement of Various IT Security and Management Solutions / विभिन्न आईटी सुरक्षा और प्रबंधन समाधानों की खरीद | |
| 3 | Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि | जनवरी 30, 2021 /January 30, 2021 | 1200 hours |
| 4 | Pre-Bid meeting / पूर्व-बोली बैठक | फ़रवरी 01, 2021 /February 01, 2021 | 1130 hours |
| | No clarifications would be given after pre-bid meeting / पूर्व बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा | | |
| 5 | Last date for submission of bids/ बोली जमा करने की अंतिम तिथि | फ़रवरी 16, 2021 / February 16, 2021 | 1530 hours |
| 6 | Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय | फ़रवरी 17, 2021 / February 17, 2021 | 1100 hours |
| 7 | Earnest Money Deposit / बयाना जमा राशि | Rs.12,50,000/- Rupees Twelve lakh fifty thousand Only / रुपए बारह लाख पचास हजार मात्र | |
| 8 | Tender fee (Non-Refundable and inclusive of GST) / टेंडर मूल्य (नॉन रिफंडेबल और जीएसटी को मिलाकर). | Rs.5,900/- (Rs.5,000/- + GST Rs.900/-) Rupees five thousand nine hundred Only / रुपए पाँच हजार नौ सौ मात्र | |
| 9 | Bid Validity from the last date of bid submission / बोली के वैद्यता, बोली जमा करने की अंतिम तिथि से | 180 days from date of bid submission / बोली जमा करनेकी अंततम ततथि से 180 दन तक | |
| 10 | Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय | To be intimated at a later date / बाद में सूचित किया जायेगा | |
| 11 | Address for Pre-bid meeting, Bid Submission and bid opening / पूर्व-बोली बैठक करने का, बोली जमा करने का और बोलियां खोलने पता | | |
| | The General Manager Small Industries Development Bank of India, IT Vertical, Overseas Towers, 2 nd Floor, 756-L, Anna Salai, | महाप्रबन्धक, भारतीय लघु उद्योग विकास बैंक, आइ टी वेरटिकल, ओवेरसीस टोवेर्स, दूसरी तल, | |

| | | |
|-------|--|--|
| | Chennai – 600002 , Tamil Nadu Phone: 044 - 66636005 | इन्फॉर्मेशन टेक्नालजी वर्टिकल, 756 एल, अन्ना सलाइ, चेन्नई – 600 002, तमिलनाडु दूरभाष: 044-66636005 |
| 12 | Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण | |
| (i) | C R Prasad, AGM (Systems) 9029427380, crprasad@sidbi.in | सी आर प्रसाद, स म प्र (सिस्टम्स) 9029427380, crprasad@sidbi.in |
| (ii) | Asish Topdar, DGM (Systems) (044) 66636023, atopdar@sidbi.in | आशिस तोपदार , उ.म.प्र (सिस्टम्स) (044) 66636023, atopdar@sidbi.in |
| (iii) | P K Vijayvargia, GM (ITV) (0522) 4261657, pkvijay@sidbi.in | प्रमोद कुमार विजयवर्गीय, म.प्र (आईटीवी) (0522) 4261657, pkvijay@sidbi.in |

1.2. Note

- 1.2.1 SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.
- 1.2.2 If a holiday is declared on the dates mentioned above, the tender shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.



2. Abbreviations

| Abbreviation | Full Form |
|--------------|---|
| ATS | Annual Technical Support |
| APM | Asset and Patch Management |
| BO | Branch Office of the bank. |
| BG | Bank Guarantee |
| DICT | Data Identification & Classification Tool |
| EMD | Earnest Money Deposit |
| GST | Goods and Service Tax |
| HO | Head Office of the bank. |
| IPv6 | Internet Protocol Version 6 |
| IPv4 | Internet Protocol Version 4 |
| LAN | Local Area Network |
| MAF | Manufacturer Authorisation Form |
| MCV | Monthly Contract Value |
| NEFT | National Electronic Fund Transfer |
| OEM | Original Equipment Manufacturer |
| PBG | Performance Bank Guarantee |
| PoC | Proof of Concept |
| PM | Patch Management |
| MFA | MultiFactor Authentication Solution |
| RfP | Request for Proposal |
| RMA | Return Material Authorisation |
| EPE | EndPoint Encryption Solution |
| DAM | Database Activity Monitoring |
| FIM | File Integrity Monitoring |
| TAC | Technical Assistance Centre |
| TCO | Total Cost of Ownership |
| TCVW | Total Contract Value during Warranty |
| TCVA | Total Annual Contract Value during AMC |
| RSC | Respective Solution Cost |
| TCVWR | Total Annual Contract Value during Warranty for Respective Solution |
| TCVAR | Total Annual Contract value during AMC for Respective Solution |
| SAST | Static Application Security Testing |
| DAST | Dynamic Application Security Testing |
| IAST | Interactive Application Security Testing |
| LD | Liquidated Damages |
| FM | Facility Management |
| MAM | Mobile Access Management |
| TCV | Total Contract Value (which is equal to TCO) |

3. Introduction and Disclaimers

3.1. About SIDBI

- 3.1.1. Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities.
- 3.1.2. For detailed information about the bank, visit the banks website www.sidbi.in.

3.2. RfP Objective

- 3.2.1. Bank intends to procure security solutions to enhance its security posture and the purpose of RfP is to shortlist bidder for supply, implementation, rollout, maintenance and operations of Security and management solutions. The details of solutions which the bank proposes to procure, and implement are:
1. EndPoint Encryption Solution (Disk/folder/file/USB encryption)
 2. MultiFactor Authentication Solution
 3. File Integrity Monitoring Solution
 4. Database Activity Monitoring Solution and
 5. Asset and Patch Management Solution
- The above stated applications are hereby referred to as various IT security and Management solutions.
- 3.2.2. The Bidder would be responsible for supply, installation, testing, commissioning, configuring, integration, training, Operation & Maintenance, warranty/ATS/ATS and management of all the solutions supplied as part of this RFP for a period of 5 years (1 year warranty and 4 years AMC/ATS).
- 3.2.3. Details of the tender are given in the subsequent sections of this document.

3.3. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant as on date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

3.4. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence/gross negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

3.5. Costs to be borne by Respondents

All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings,

discussions, demonstrations, presentation, POC etc., and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

3.6. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

3.7. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

3.8. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission or discrepancy found in this RfP document.

3.9. Evaluation of Offers

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

3.10. Acceptance of Terms and Selection Process

- 3.10.1. A Recipient will, by responding to the bank for RfP, be deemed to have accepted the terms of this RfP.
- 3.10.2. Each Recipient / Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.
- 3.10.3. All claims for functional / technical delivery made by the bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.

3.11. Proposal Ownership

All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

3.12. Non-Transferable Offer

This RfP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

3.13. Notification

SIDBI will notify all short-listed Respondents in writing / mail as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

4. Information to Bidders

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

4.1. Pre-bid Meeting

- 4.1.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 4.1.2. All pre-bid queries to be addressed to the bank officials as per contact details given in '**Critical Information**' section of RfP.
- 4.1.3. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
- 4.1.4. The bidders can also attend pre-bid meeting **online through Microsoft Teams**, due to current Covid-19 situation. In order to schedule the meeting and forward invitation the bidders are required to communicate the following details addressed to bank officials as mentioned in '**Critical Information**' section of RfP:
- 1 Details of bidders - Name of Participant, Company Name, eMail ID, Mobile No.
 - 2 The bank would be able to connect only one online session per bidder.
 - 3 The bank will not be responsible for any issue in connectivity, audio/video quality etc.
- 4.1.5. Clarification sought by bidder should be as per format given in **Section 4.1.8**, made in writing (Letter/e-mail) and submitted on or before the date as indicated in the '**Critical Information**' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 4.1.6. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank website (www.sidbi.in) and CPP Portal (eprocure.gov.in) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.1.7. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all bidders'.
- 4.1.8. The format for submission of pre-bid clarifications is as under, bidder should submit the queries in below format only:

| S.N. | Page No. of RfP | Section No. of RfP | Clause as per RfP | Clarification sought by Bidder |
|------|-----------------|--------------------|-------------------|--------------------------------|
| 1 | | | | |
| 2 | | | | |

4.2. Amendment to the bidding document

- 4.2.1. The Bank reserves the right of discretion to:
- 1 Amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids.
 - 2 Change, modify, add to or alter any or all of the provisions of this RfP and/or the bidding process, without assigning any reasons whatsoever.

- 4.2.2. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.
- 4.2.3. All such Changes /Corrigendum's/ Addendums and clarification, if any, related to RfP will be posted/uploaded on the bank website (www.sidbi.in) and Central Public Procurement Portal (eprocure.gov.in) only and it will become part and parcel of RfP. No individual communications would be made in this respect.
- 4.2.4. Interested Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the '**Critical Information**' Section and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications/ changes/addendums, if any, issued by the Bank will be binding on the participating Bidders and will be integral part of RfP. Bank will not take any responsibility for any such omissions by the Bidder.
- 4.2.5. To allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 4.2.6. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

4.3. Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

4.4. Authorised Signatory

- 4.4.1. The bidder should submit power of attorney as per the format given in **Annexure -III** OR a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to sign the bid documents, to discuss, sign agreements/contracts/purchase order with the bank, raise invoice and accept payments and also to correspond.
- 4.4.2. The proposal/ bid documents shall be duly signed by the authorised signatory (in whose favour power of Attorney is issued).
- 4.4.3. The bid signed by authroised signatory would be binding on the bidder company.

4.5. Period of Validity of Bids

- 4.5.1. Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in "**Critical Information**" Section, from date of closure of this RfP.
- 4.5.2. In exceptional circumstances the Bank may solicit the Bidder's consent to extend period of bid validity. The request and response thereto shall be made in writing. The Bid security and price bid (if applicable) provided shall also be extended by the bidder. Any extension of validity of Bids or price (if applicable) will not entitle the Bidder to revise/modify the Bid document.
- 4.5.3. Bank, however, reserves the right to cancel the process and call for fresh quotes at any time during the period, if considered necessary without assigning any reason.

4.6. Deadline for submission of Bids

- 4.6.1. The bids must be received by the Bank at the specified address not later than the date & time specified in "**Critical Information**" section.

- 4.6.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 4.6.3. The Bank may, at its discretion, extend the deadline for 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.
- 4.6.4. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.
- 4.6.5. The Bank has the right to reject any or all bids received without assigning any reason whatsoever.

4.7. Late Bids

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.

4.8. Modification And/ Or Withdrawal of Bids

- 4.8.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- 4.8.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by e-mail (scanned copy) and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 4.8.3. No bid may be modified or withdrawn after the deadline for submission of bids.

4.9. Conflict of Interest

- 4.9.1. In this tender, either the bidder on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same model/product.
- 4.9.2. If a bidder submits bid on behalf of the Principal/ OEM, the same bidder shall not submit a bid on behalf of another Principal/ OEM for the same item/ product.

4.10. Applicability of Preference to Make in India

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017(BE-II) dated May 29, 2019, further revised on September 16, 2020. Salient features are given below:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
 - a) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - b) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
2. Class-II local suppliers will not get any purchase preference.

3. Definitions for the purpose of order

- a) 'Class-I Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content is minimum 50%, as defined in this order.
 - b) 'Class-II Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content is minimum 20%, as defined in this order.
 - c) 'Non Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than that prescribed for 'Class-II local supplier', as defined in this order.
 - d) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - e) 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
4. **Certificate of Local Content** - The 'Local supplier' shall provide a Certificate as per **Annexure -XII** from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.
5. The bidder to note that to be eligible for local supplier, **all the solutions** proposed by the bidder against the RfP should have local content of minimum 50%.

4.11. Tender Form Cost

- 4.11.1. Bidders to submit Non-refundable Bid Price mentioned in "**Critical Information**" section of this RfP, by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', payable at Chennai OR direct deposit to SIDBI account and submission of proof along with bid.
- 4.11.2. Details of SIDBI account are given in **Section 4.13**.
- 4.11.3. In the event, tender is cancelled the tender fee will not be refunded. In case the tender is cancelled and refloats, the bidder who had submitted tender fee against earlier tender will be exempted from payment of tender form cost.

4.12. Earnest Money Deposit (EMD)

- 4.12.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in "**Critical Information**" Section of RfP.
- 4.12.2. EMD should be in the form of:
 - 1 Demand Draft / Banker's Cheque in favour of "**Small Industries Development Bank of India**" payable at **Chennai**; **OR**
 - 2 Bank guarantee (BG) from a Scheduled Commercial Bank / Nationalised Bank valid for a period of one year with three months claim period from the date of tender. The BG should be strictly in the format as prescribed in **Annexure -VIII**; **OR**
 - 3 Direct Deposit to SIDBI, Chennai account and submission of proof along with the bid. The details of SIDBI, Chennai account are given in **Section 4.13**.

- 4.12.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 4.12.4. Request for exemption from EMD (Security Deposit) will not be entertained.
- 4.12.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
- 1 Issue of Lol / purchase order to the selected bidder **OR**
 - 2 The end of the bid validity period, including extended period (if any) **OR**
 - 3 Receipt of the signed contract from the selected Bidder; **whichever is earlier.**
- 4.12.6. Successful Bidder will be refunded the EMD amount / BG (towards EMD) only after submission of Performance Bank Guarantee by the bidder and acceptance thereof by the bank.
- 4.12.7. In case of delay in submission of Performance Bank Guarantee, the validity of BG towards EMD should be extended for a period of six (6) months.
- 4.12.8. The bid security (EMD) may be forfeited:
- 1 If a Bidder withdraws its bids during the period of bid validity.
 - 2 If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - 3 In case of successful Bidder, if the Bidder fails to:
 - a) Accept the LOI / Purchase order or sign the contract OR
 - b) Furnish the performance guarantee.
- 4.12.9. In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

4.13. Details of SIDBI Account

- 4.13.1. The payment towards EMD & Tender Fee (as indicated in the tender document) can be submitted through Online Mode in the following account of SIDBI (Beneficiary) through RTGS / NEFT:

| | |
|--------------------|---|
| Beneficiaries name | Small Industries Development Bank of India |
| Name of Bank | State Bank of India |
| Account Number | 37812235926 |
| Branch Name | SBI, SME Anna Salai Branch, Chennai |
| IFSC Code | SBIN0070644 |

- 4.13.2. The bidder to submit proof of payment (Payment Receipt Generated and Ref. No.) along-with the bid.
- 4.13.3. The bank would not be liable for Non-submission of proof of deposit, depositing into wrong beneficiary account etc. In all such cases, the bid will be liable to be rejected.

4.14. Exemption from EMD and Tender form Cost

- 4.14.1. Bidders processing valid MSE / Udyog Aadhaar Memorandum and Startups are exempted from submission of EMD on submission of proof and declaration as per **Annexure -XIII**.
- 4.14.2. NSIC certificate/ Udyog Aadhaar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

- 4.14.3. “Start-up” company should enclose the valid Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the eligibility bid.
- 4.14.4. If all these conditions are not fulfilled or supporting documents are not submitted with the eligibility Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

4.15. Manufacturer Authorization Form

- 4.15.1. The bidder has to provide MAF for all the products quoted in the bid, including hardware, solution software, virtualization software, databases etc., from respective OEMs.
- 4.15.2. In case the successful bidder is not ready to provide the support during the warranty/AMC period, support will be provided by OEM directly or through their other authorized partners for the remaining period of contract for their respective products without any additional cost to the Bank.
- 4.15.3. The bidder to provide MAF as per the format given in **Annexure –IV** of RfP.

4.16. Undertaking of Authenticity

The bidder(s) has to submit an undertaking (format enclosed in the **Annexure –V** of RfP) along with the eligibility bid, signed by the **officials not lower than the company secretary of the OEM**, certifying that all the components/parts/ assembly/software used in the proposed hardware like hard disk, CPU, memory, etc. are original /new components/ parts/ assembly/ software and that no refurbished/duplicate/second hand components have been used or would be used.

4.17. Restriction on Procurement Due to National Security

- 4.17.1. Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.
- 4.17.2. The bidder and OEM have to submit an undertaking as per **Annexure –XI** of RfP, duly signed by authorised signatory. The same need to be submitted along with the eligibility bid.

4.18. Pre-Contract Integrity Pact

- 4.18.1. Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Financial Institutions.
- 4.18.2. Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 4.18.3. Only those bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification (Minimum Eligibility). Those bids not containing the Integrity pact are liable to be rejected.
- 4.18.4. The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.
- 4.18.5. The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-XIV** on **non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution** along with the minimum eligibility bid.
- 4.18.6. The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.

4.18.7. The details of IEM are:

| | |
|-----------------------|--|
| Name | Shri Nageshwar Rao Koripalli, IRS (Retd.) |
| email ID | knageshwarrao@gmail.com |
| Contact Number | 9788919555 |
| Address | 38, The Trails, Manikonda, R.R. District, Hyderabad – 500089 |

4.19. Non-Disclosure Agreement

- 4.19.1. The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.
- 4.19.2. During the contract period, the Personnel of service provider will have access to confidential information of the Bank such as IP addresses, device configuration, network architecture, etc. The service provider or its Personnel shall not disclose at any point of time to any other person/third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the service provider may use the information only for serving the Bank's interest and restrict disclosure of information solely to those employees of service provider having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of service provider under this agreement and require such employees to maintain these obligations.
- 4.19.3. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.
- 4.19.4. The bidder shall submit a non-disclosure agreement as per [Annexure -IX](#) on non-judicial stamp paper of appropriate value.
- 4.19.5. Violation of NDA will lead to legal action against the vendors for breach of trust, forfeiture of PBG and blacklisting.

4.20. Software Integrity & Information Security Compliance Certificate

- 4.20.1. The bidder has to provide Software Solution Integrity Certificate for all the products from respective OEMs as per format given in [Annexure -XIX](#).
- 4.20.2. The bidder to provide undertaking as per [Annexure -XX](#) (information security compliance) that, the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) during entire contract period. If, any case reported, to be fixed by the bidder without any additional cost to the bank on immediate basis.

4.21. Bid Currency

Bids should be quoted in Indian Rupee only.

4.22. Quotation of Price for all Items

- 4.22.1. The Bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. If the line item is required for the solution and the cost is indicated as zero, it will be assumed by the bank that the said item is provided to the bank at free of cost. However, in case the line item is not applicable for the solution proposed by the bidder, for such line items NA to be mentioned against the line item.
- 4.22.2. In case of any other cost, the bidder to provide the complete details, indicating the purpose. Further, masked commercial bid should contain the details.
- 4.22.3. The bidder to indicate the quantity as per requirement of the proposed solutions, wherever it is mentioned “bidder to specify quantity” in commercial bid.
- 4.22.4. The **ATS cost per annum has to be a minimum of 20% and AMC cost per annum has to be minimum 10%** of the cost of respective line item given in Part- I of the commercial bid. All 4 Years’ AMC/ATS should carry the same percentage. Commercial bid of the bidder quoting less than the above percentage would be rejected.
- 4.22.5. This shall be binding on all the bidders and the Bank reserves the right to reject all such incomplete bids.

4.23. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

4.24. No Commitment to Accept Lowest or Any Offer

- 4.24.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.24.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 4.24.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 4.24.4. The bank reserves the right to re-tender or cancel the bidding process at any stage of the bidding process without assigning any reason.

4.25. Contacting the Bank

- 4.25.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 4.25.2. Any effort by the Bidder to influence the bank in its decisions on Bid evaluation, bid comparison may result in the rejection of the Bidder’s Bid.

4.26. Documents Comprising the Bid

- 4.26.1. The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid.
- 4.26.2. Bidders are required to submit their responses non-window sealed envelopes as detailed below:

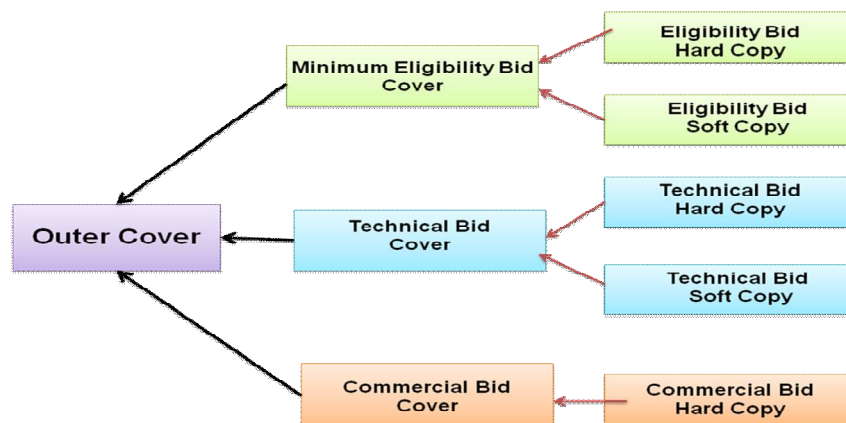
| S.N. | Bid Contents | Details |
|---|---|--|
| A. | Envelop 1- MINIMUM ELIGIBILITY BID | |
| 1 | No. of Copies : One Hard Copy and one Soft Copy | |
| 2 | COVER LABEL: "Minimum Eligibility - RfP for Procurement of Various Security Security & Management Solutions – Tender No. " | |
| 3 | Cover Contents: | |
| | (i) EMD / Bid Security | Annexure -VIII (BG) or DD or Direct transfer through NEFT/ RTGS. |
| | (ii) DD towards tender form cost | DD or Direct transfer through NEFT/ RTGS. |
| | (iii) Bid forwarding letter | Annexure -I |
| | (iv) Pre-Qualification / Minimum eligibility criteria | Annexure -II |
| | (v) Power of Attorney for authorized signatory | Annexure -III |
| | (vi) Manufacturer Authorisation Form | Annexure -IV |
| | (vii) Undertaking of Authenticity | Annexure -V |
| | (viii) Declarations | Annexure -VI |
| | (ix) Letter of Conformity | Annexure -VII |
| | (x) Non-Disclosure Agreement | Annexure -IX |
| | (xi) Bank Mandate Form | Annexure -X |
| | (xii) Procurement from a bidder of a Country which shares a land border with India, declaration | Annexure -XI |
| | (xiii) Undertaking by bidder for local Content | Annexure -XII |
| | (xiv) Self-Declaration of MSEs and Startups | Annexure -XIII |
| | (xv) Pre-contract Integrity Pact | Annexure -XIV |
| | (xvi) Statement of Deviations | Annexure -XVII |
| (xvii) Details of support center and security professionals | Annexure -XVIII | |

| | | |
|-----------|--|----------------|
| B. | Envelop 2 - TECHNICAL BID | |
| 1 | No. of Copies: One Hard Copy and one Soft Copy | |
| 2 | COVER LABEL: "Technical Bid - RfP for Procurement of Various Security & Management Solutions – Tender No. " | |
| 3 | Cover Contents: | |
| | (i) Technical Bid with all relevant Annexures and proof. | Annexure - XV |
| | (ii) Masked Commercial bid as per format given in RfP. | Annexure -XVI |
| | (iii) Software Solution Integrity Certificate as per format given in RfP | Annexure -XIX |
| | (iv) Information Security Compliance as per format given in RfP | Annexure -XX |
| | (v) Escalation Matrix as per format given in RfP | Annexure -XXI |
| | (vi) Past Experience | Annexure -XXII |

| | | |
|-----------|--|---------------|
| C. | Envelop 3- COMMERCIAL BID | |
| 1 | No. of Copies: One Hard Copy | |
| 2 | COVER LABEL: "Commercial Bid - RfP for Procurement of Various Security Security & Management Solutions – Tender No. " | |
| 3 | Cover Contents: | |
| | (i) Commercial Bid | Annexure –XVI |

4.26.3. All the three individual sealed envelopes should be kept in one large envelop (outer cover) and superscribed "**RfP for Procurement of Various Security & Management Solutions - Tender No. 500/2021/1603/CBO/ITV dated January 25, 2021**". The company and contact details of bidder to be written on the envelop. If the envelop(s) are not sealed and

marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.



- 4.26.4. Responses should be concise and to the point. Relevant documents must be submitted as proof wherever necessary. Technical specifications sheets of all the items to be submitted. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 4.26.5. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.
- 4.26.6. Any deviations from the specifications or terms and conditions should be clearly brought out in the bid in the **Annexure -XVII** (statement of deviations).
- 4.26.7. The offers containing any inter-lineation, erasure or overwriting shall be valid only if they are duly signed by the authorized signatory and supported by a rubber stamp impression of the Bidders' firm. There should be no hand-written material, corrections or alterations in the offer.
- 4.26.8. **The Bid shall be typed, all pages numbered and shall be signed by the Bidder authorized signatory and supported by rubber stamp impression. Faxed copies of any submission are not acceptable and will be rejected by the Bank.**
- 4.26.9. The Bid document shall be spirally bound or filed.
- 4.26.10. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Minimum Eligibility / Technical Bid covers will make bid liable for rejection.
- 4.26.11. Each of the envelope(s) shall be addressed to the Bank at the address given below:

The General Manager
 Small Industries Development Bank of India (SIDBI),
 Information Technology Vertical (ITV),
 Overseas Towers, 2nd Floor,
 756L, Anna Salai, **Chennai- 600002**

4.27. Right to Reject Bids

- 4.27.1. The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter.
- 4.27.2. The bid is liable to be rejected due to occurrence of any of the following conditions:

1. It is not in conformity with the instructions mentioned in the RFP document.
2. It is not accompanied by the requisite tender form cost and EMD.
3. It is not properly or duly signed.
4. It is received through Telex / telegram / fax / e-mail.
5. It is received after expiry of the due date and time.
6. It is incomplete including non- furnishing of the required documents.
7. It is evasive or contains incorrect information.
8. There is canvassing of any kind.
9. It is submitted anywhere else other than the place mentioned in the RFP.

4.28. Opening of Bids

- 4.28.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present in the meeting shall sign a document evidencing their attendance.
- 4.28.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
- 4.28.3. The Bidder name and presence or absence of requisite EMD, RFP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 4.28.4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

5. Minimum Eligibility Criteria

5.1. The bidder participating in the RfP should satisfy the following minimum eligibility criteria:

| S. N. | Criteria | Documents to be submitted by bidder |
|-------|--|--|
| 1 | The Bidder should be a partnership firm registered under LLP act, 2008 / Indian Partnership Act, 1932 OR Company in India as per Indian Companies Act, 1956/ Indian Companies Act 2013 and must have in existence for 5 years as on December 31, 2020. | (i) Copy of certificate of LLP registration. (ii) Copy of certificate of Incorporation and certificate of commencement of business in case of Public Limited Company OR (iii) Copy of certificate of Incorporation of Private limited Company, issued by the registrar of companies. |
| 2 | The Bidder must be in position to provide support / maintenance / up-gradation during the period of contract with the Bank and must be having back-to-back support from the OEM. If bidder (partner of OEM) is not able to fulfill its obligation to support the product during the contract period, OEM will have to ensure support as per contract. | Bidder to submit Manufacturer Authorization Form (MAF) from all the OEMs (including hardware OEMs) whose solutions are proposed in the RfP, as per format provided in Annexure -IV of this RFP. |
| 3 | The bidder should have minimum average annual turnover of INR 60 crore over the last three (3) Financial years. Note - In case of MSE bidders, the turnover criteria may be relaxed subject to meeting the quality and technical specifications as per RFP. | (i) Audited balance sheet for last three years i.e. 2017-2018, 2018-2019 and 2019-2020. (ii) CA Certificate indicating turnover, net profit and networth for three years i.e., 2017-2018, 2018-2019 and 2019-2020 |
| 4 | The bidder should have positive Net Profit in any two (2) of the last three (3) financial years and in the immediately preceding FY. Bidders should also have positive networth in immediately preceding three (3) financial years i.e. 2017-18, 2018-19 and 2019-20. This must be the individual company's financials and not consolidated or of any group of companies / subsidiaries. | (i) CA Certificate indicating turnover, net profit and networth for three years i.e., 2017-2018, 2018-2019 and 2019-2020 |
| 5 | The bidder must have a currently valid GST registration certificate and PAN number. | Copies of the following to be submitted: (i) GST Number and (ii) PAN. |
| 6 | During the period 1.1.2017 to 31.12.2020, the bidder should have deployed and/or Providing support of Proposed DAM any 2 out of 4 proposed solutions i.e., FIM, EPE, MFA and ITAM / Patch Management, in at-least One Scheduled Commercial Banks/ PSUs / Government Organisation. Note – For MSEs only, the reference period of experience may be relaxed subject to meeting the quality and technical specifications. | Project sign-off from such organizations regarding completion to be provided. OR Purchase Order with the Bank's confirmation on having executed the PO to satisfaction. |
| 7 | Bidder Should have at least one of the following | Copy of certifications |

| S. N. | Criteria | Documents to be submitted by bidder |
|-------|--|---|
| | accreditations / certifications which are valid as on the date of issue of this RFP - ISO 27001 /BS 7799 /SEI CMM. | |
| 8 | The bidder should have a minimum of 5 individuals with prior experience in implementation of FIM, DAM, EPE, MFA & ITAM/PM solutions. All resources must be on the payroll of the bidder. | <i>Certificate from the Company Auditors / Company Secretary / HR mentioning number of resources having experience in the security solutions.</i> |
| 9 | The OEMs of respective proposed solutions should have been in existence for a minimum period of three years in India as on December 31, 2020, with its own support center in India. | <i>Certificate of incorporation.</i> |
| 10 | The bidder should have own/registered support office for TAC level support in Mumbai and Chennai with trained security resources, for after sales support services and maintenance of proposed solution, hardware and software. | <i>Address and contact details of the office of bidder at Mumbai and Chennai to be submitted as per Annexure –XVIII of this RfP.</i> |
| 11 | The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government/Semi Government organisations in India during the last 3 years (counted backward from date of RfP). Bidder must certify to that effect. | <i>Self-declaration as per Annexure-VI of this RfP is to be submitted.</i> |
| 12 | Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank. | |
| 13 | The bidder should submit pre-contract integrity pact. | <i>Pre-contract integrity pact as per Annexure –XIV of this RfP, on non-judicial stamp paper of Rs.100.</i> |

- 5.2. POCs carried out by bidder will not be treated as experience of the Bidder.
- 5.3. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criterion mentioned above is mandatory.
- 5.4. Only those who fulfill all the eligibility criteria will qualify for further evaluation.
- 5.5. Photocopies of relevant documents / certificates duly attested by authorized signatory and company seal affixed should be submitted as proof in support of the claims made.
- 5.6. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- 5.7. The bidder to obtain necessary approvals from customers whose reference is provided to the Bank or where documents are submitted as proof of experience etc.

6. Current Setup

The broad details of current IT setup of the bank are as under

6.1. DataCenter and DR Site

6.1.1. Datacenter of the bank is at Mumbai and DR Site at Chennai. Both the locations are collocated to third party datacenters. Further, both DC and DR are interconnected. The address of the locations will be shared with shortlisted bidder.

During the period of contract, the bank may relocate DC and/or DR to alternate location/locations based on its operational requirements.

6.1.2. The environment at DC & DR is mix of physical and virtual servers. The hardware used by the bank is of heterogenous make. The details of hardware will be shared with shortlisted bidder.

6.1.3. The bank uses VMware (ESXi version 6.7.0) as the primary server virtualization technology.

6.1.4. The server environment deployed in the bank is a heterogeneous mix of Unix, Linux, HP-Unix and Windows platforms.

6.1.5. The operating systems deployed in DC and DR are standard & enterprise editions (both 32 bit and 64bit). The details of various operating systems deployed in DC & DR, includes both physical and virtual servers are as under:

| S.N. | Operating Systems |
|------|---|
| 1 | Windows - 2003 / 2003 R2/ 2008 / 2008 R2/ 2012 / 2012 R2/ 2016 & 2019 |
| 2 | RedHat Linux - 2.x / 3.x / 5.x / 6.x / 7.x |
| 3 | HP Unix - HP-UX 11i v3 Base Operating Environment (BOE). Kernel B.11.31 |
| 4 | Others - CentOS version 4 or above, SUSE Linux, Ubuntu, Oracle Solaris, Oracle Linux etc. |

6.1.6. The primary database used by the bank is Oracle, in addition, the bank has also deployed MySQL, Postgres, SQL Server etc., databases.

The databases at DC are installed on HP-UX server which are virtualized using HP-UX Virtual Partitions (VPar) and configured in RAC. In addition, there are some databases installed on Windows and Linux servers. In DR, the databases are installed on HP-UX and Linux servers.

6.2. LAN and WAN Connectivity

6.2.1. LAN network at DC/DR is based on L3 switches with VLANs created for segregation of devices/applications. The LAN at other locations is based on Managed L2 switches. The network switches are all of HPE make.

6.2.2. The bank has implemented NAC and hence 802.1x is enabled on the switches for authentication.

6.2.3. The bank is using IPv4 addressing schema in the entire network. The private IP address assigned are static, with each location having separate IP subnet.

6.2.4. SIDBI has implemented IP MPLS VPN based WAN with SDWAN overlay, under managed services. The bandwidth of the locations varies from 2Mbps to 4Mbps based on the type of branch/office. The traffic over WAN is encrypted using IPsec.

6.2.5. Point to Point links are deployed between DC and DR for log replication. The bank uses Oracle active data guard for database replication. Based on the requirements of proposed

solutions in the RfP, the same would be upgraded by the bank for enabling replication of logs of solutions between DC and DR.

The bidder to note that provision of P2P link for replication of databases of the proposed solutions is not in the scope of current RfP.

6.2.6. The applications/ services hosted at DC and DR and accessed by all locations/offices over WAN.

6.3. Internet

6.3.1. Bank has centralized Internet Gateways at both DC and DR and all locations / offices access the same over WAN. Internet access is through Secure Web Gateway (Proxy) for carrying out content filtering, antivirus, antimalware etc.

6.3.2. A proxy auto-configuration (PAC) file is configured on user browser to forward traffic to a proxy server, which in turn forwards to destination server.

6.3.3. The proxy server currently used by the Bank is BlueCoat SG appliance.

6.4. Security Architecture

6.4.1. The security architecture deployed at DC and DR is multi-layer firewall (NGFW) architecture with NIPS at the perimeter. The applications / services are segregated by deployment of VLANs on core switches.

6.4.2. All endpoints and windows servers are deployed with Symantec EndPoint Protection Suite (SEP-14).

6.4.3. In case of branches/offices, the LAN is directly connected to CPE/Router, which acts as a gateway to the hosts. The branches/offices are required to connect over WAN only to access any service/application or Internet.

6.4.4. In-order to enable remote access to users/administrators the bank has deployed Citrix NetScaler (SSL VPN), which is integrated with AD for authentication.

6.5. Mailing Solution

The bank has subscribed to Office 365 software-as-a-Service [SaaS] in which email solution is hosted on Microsoft Cloud Infrastructure and authentication of users is through Microsoft Azure Active Directory deployed in the cloud.

6.6. CSOC Components for Integration

6.6.1. The bank has deployed CSOC solution and the management of the same is being carried out by outsourced vendor. The main security solutions being deployed as part of CSOC are:

| S.N. | Solution | OEM | Remarks |
|------|----------|----------------|---|
| 1 | SIEM | RSA Netwitness | Logs of network & security devices, servers (all flavors), proxy etc. are integrated. |
| 2 | PIM | Sectona | Integrated with AD and used for privileged user authentication and Authorisation. |
| 3 | NAC | Pulse Secure | Checking endpoint posture. |

6.6.2. The proposed solutions are to be integrated with the above solutions. Further, the solutions are to be integrated with NAC for remediation also.

6.7. Backup

6.7.1. The bank has deployed Veritas Net-Backup Data Centre (NBU) as Enterprise Backup Solution (EBS) at DC and DR. Placed below are the configuration details:

| Solution | Details |
|----------------------------------|---|
| Veritas Net-Backup - Data Centre | NetBackup server version from 7.7.3 |
| Operating System | Red Hat Enterprise Linux 6.9 |
| Tape Library | <ul style="list-style-type: none"> DC: DELL ML3 with 04 FC LTO-7 Drives DR: Tandberg NEOs – T24 with 02 FC LTO-7 Drives |

6.7.2. EBS solution has been configured for taking LAN/ SAN based backup of various Servers (Windows & Linux) and Databases at DC and DR.

6.8. EndPoint Configuration

- 6.8.1. The majority of endpoints deployed at Bank are laptops and some desktops. The laptops/desktops are of heterogenous makes, loaded with operating system Windows 7 / 8 /10. The bank may during period of contract may deploy Mac endpoints also.
- 6.8.2. The laptops / desktops have memory 4GB GB and HDD capacity of 512GB. There are also some endpoints with multiple drives.
- 6.8.3. The endpoints are installed with Office automation software (Adobe, Microsoft suite, Chrome, 7Zip etc.), Antivirus, NAC etc.
- 6.8.4. All the endpoints are integrated with domain controller (AD) for authentication and are in a single domain.
- 6.8.5. Bank may in near future go for Virtual Desktop Infrastructure (VDI). In such case the number of endpoints covered in the solution may reduce in future. Bank will have the rights to reduce the number of endpoints covered in the solutions.

6.9. ITSM

The Bank is currently using HP-SM tool version 9.40 for managing service desk and is presently under AMC/ATS with OEM/vendor. However, during the period of contract the Bank may upgrade/replace the same.

6.10. Outsourcing & facility Management

- 6.10.1. The management of DC and DR is outsourced, and as part of contract, the vendor has deployed on-site resources for managing various domains/ areas of DC/DR.
- 6.10.2. The bank has also outsourced facility management services for managing of endpoints at the locations. The on-site resources for management of endpoints are deployed only at key locations (HO, RO and Mumbai Office), at other locations it is on call basis.

6.11. Future Projects

The bank during the period of contract may implement full-fledged VPN for remote access, IDAM, DLP, EDR, MAM etc., to strengthen its security posture. Any integration of new solutions with the current proposed solutions in the RfP, the bidder has to coordinate with the new vendor. No additional cost whatsoever would be paid by the bank.

7. Scope of Work

7.1. General for all Solutions

- 7.1.1. In-order to strengthen its Information Security posture, the bank has decided to procure, implement, and integrate various security solutions (FIM, DAM, MFA, APM and EPE) with its infrastructure and available security solutions.
- 7.1.2. The new solutions should effectively and efficiently manage security operations by preparing for and responding to cyber risks/threats, facilitate business continuity and recovery from cyber incidents. The operations to be run based on RBI cyber security circular no RBI/2015-16/418 dated 2nd June 2016 and its amendments, ISO 27001, PCI DSS, CIS etc., whichever are applicable to be bank.
- 7.1.3. The shortlisted bidder should assure the compliance to the Indian regulatory requirements, industry best practices, ISO 27001, IT Security policy & IT Cyber Security Policy of the bank etc. The shortlisted bidder is expected to study the regulations and comply with them. Once the Bank decides to implement such regulatory requirements and industry best practices, the bidder has to study, comply, implement and maintain in the solutions as per requirement of the bank.
- 7.1.4. IPv6 Compliance: The proposed solution covering all hardware, Software, Operating System, databases and other related software must be IPv6 compliant and must have capability to secure IPv6 networks and also secure against IPv6 networks. The complete solution in all respect should be either IPv6 Compliant or should be IPv6 supported from day one. It should support dual stack (dual IP), tunneling techniques and translation techniques for transition to IPv6. The bidder to migrate the solutions to IPv6 as and when required by the bank during period of contract, without any additional cost to the bank.
- 7.1.5. All the solutions components supplied under this contract should be **TLS 1.3** or higher ready from day one.
- 7.1.6. The bank proposes to have all software-based solutions which should be installed on virtual machines created on the proposed hardware infrastructure.
- 7.1.7. Compliance - Bidder is responsible for providing compliance against ISO 27001:2013, Cert-In, RBI, PCI DSS and other compliances as communicated by Bank from time to time.
- 7.1.8. The proposed solutions must have OEMs online community such as Blogs, Forums, Technical Discussion Groups to allow administrator and the bank personnel to participate and learn more possibilities and customization. Credential for access to the same should be provided by respective OEMs.
- 7.1.9. The solutions should be scalable both horizontally & vertically and should be able to address Bank's requirements during the period of contract. The scalability should be achieved by addition of licenses **without upgradation of ANY hardware**, to cater to future requirement of the bank during the period of contract. The procurement of additional licenses would be as per the contracted rate.
- 7.1.10. The bidder will have to:
1. Certify the adequacy of licenses supplied to Bank and will have to indemnify the Bank in case of any adverse finding during OEM Audits.
 2. Ensure that, the deployed solutions do not violate any license agreements (Oracle database, Windows, IBM Websphere etc.) of the Bank throughout the period of contract.
- 7.1.11. The Bank will have the right to use the licenses for the functions provided by the tools in any manner and for any number of offices/locations, irrespective of the geographical

location of the devices being monitored. Bank will also have a right to relocate any one or all the tools to different locations. Post closure of contract, the bank will remain legitimate owner of licenses delivered.

- 7.1.12. The OEM/Bidder shall share APIs, connectors, parsers etc., with the Bank so that existing as well as future solutions can be integrated with the proposed solutions without any additional cost to the bank.
- 7.1.13. The bidder should upgrade their deployed solutions and upgrade its existing setup at bank to support higher version of OS and/or databases once released by respective OEMs, during contract period without any additional cost to the bank.
- 7.1.14. The bidder should NOT propose:
- 1 Public Cloud based solutions under this RFP and if proposed, will not be considered and proposal will be rejected.
 - 2 Open source tools/ software/ utilities/ solutions. Any bid submitted with Open Source tools/software/utilities /solutions will be rejected.

7.2. Delivery and Installation

- 7.2.1. The shortlisted bidder shall provide end to end solutions to the Bank which will include supply of solution, services, software, hardware, databases, virtualization software etc., as specified in RFP and provide services which includes, installation, integration with existing Bank's infrastructure, insurance, commissioning, acceptance, training, management, maintenance, audit compliance and knowledge transfer in respect of all the proposed solutions as detailed in the corresponding sections in the RFP.
- 7.2.2. The solutions should be supplied along with:
1. All the components viz. hardware, Operating System, virtualization software, databases etc., required for successful installation, commissioning & operationalization of the proposed solutions.
 2. Valid and appropriate number of **ENTERPRISE CLASS LICENSES** (including Operating system, database, Hypervisor etc.) in the name of the bank. **The licenses should be perpetual in nature.**
 3. All necessary connecting cables and other accessories for installation and integration of the solutions.
 4. Administration and implementation guide from respective OEMs.
- 7.2.3. In case the bidder has not indicated any component – software/ peripherals / equipment in their proposed solutions, and these may be required for the successful implementation and operationalisation of the solutions, the bidder has to provide the required component – software/ peripherals/ equipment at no additional cost to the Bank.
- 7.2.4. Considering the nature of the tools, it may happen that the bidder may propose a solution suite consisting of multiple features, functionalities suiting to the RFP requirements and in compliance of RBI cyber security circular no RBI/2015-16/418 dated 2nd June 2016 and its amendments (in present and in future). The bidder shall provide the solutions with all such features (over and above to technical specifications) without any extra cost to the Bank. All the available functionalities should be available to the Bank. The bidders are requested to make necessary provisions and include complete cost in the respective line items of price schedule of the solution.
- 7.2.5. The shortlisted bidder shall install the agents on all the in-scope devices in coordination with bank's personnel and outsourced partners.
- 7.2.6. The APM tool proposed by the bidder should have feature for deployment of agents on all the in-scope devices for the proposed solutions. In case any other tool is required, the same to be provided by the bidder as part of solutions. Further, during deployment of

- agents on databases and servers at DC and/or DR, the bidder's engineer should be present at respective sites. Necessary approvals, downtime etc., would be provided by the bank.
- 7.2.7. Alert Generation - The solutions should be configured as per threat perception of the system under monitoring. System should generate alerts, register and send the same through message formats like SMTP, SMS, Syslog, SNMP as per user configurable parameters to SIEM tool. Currently, the Bank has basic SMS gateway.
- The shortlisted bidder is required to study the existing Bank's SMS gateway and assist Bank in procurement of additional SMS gateway, if required.*
- 7.2.8. The solutions deployed by the bidder as part of the contract, should not have any significant impact on the banks infrastructure (servers, databases, endpoints, network) on which they are deployed either during implementation and/or operational phase, throughout the period of contract.
- 7.2.9. There should be no service disruption during implementation and operational phase.
- 7.2.10. All Software/hardware supplied should be of latest version. Technical bid should contain bill/ list of software with quantity, version, end of support and life date.
- 7.2.11. The installation/ configuration till sign-off should be done by shortlisted bidder under supervision of OEM.
- 7.2.12. Every solution should have dashboard containing insights from respective solutions allowing visibility of security posture of the Bank. Views and reports generated there in must be fully customizable to the Bank's requirement.
- 7.2.13. The solutions should allow role based access to management console/ dashboard to allow users/ administrator to see only what they need to see.
- 7.2.14. The Bank requires that all the endpoints which are already connected or as and when gets connected, comply with Bank's Information Security Policy. In case of noncompliance, those will be denied access to the corporate network with help of a Network Access Control (NAC) solution and a self-remediation process will be defined to the correct posture and then gain connection to the corporate network resources. In order to enable this, proposed solutions must have the capacity to seamlessly integrate with NAC solution that is available in the Bank and enable Self-remediation/ orchestration capability to initiate remedial action with and without input from user and/ or administrator.
- 7.2.15. The hardware, software, databases etc., are to be delivered at the banks DC in Mumbai and DR in Chennai. The Bank shall provide the address and contact details for delivery of Solution while placing the order. Delivery of all solutions including hardware should be as per the schedule given in RfP.
- 7.2.16. The Installation will be deemed as incomplete if the solution is not operational or not acceptable to the Bank after acceptance testing / examination. The installation will be accepted only after complete commissioning of all solutions covered under this RFP. The date of commencement of contract will be from the date when the Bank accepts (Phase-I acceptance) all solutions covered under this RFP. **The contract tenure for the solutions covered under this RfP will commence after Phase-I acceptance by the Bank.**
- 7.2.17. The Bank 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.

7.3. Solution Sizing and Deployment Architecture

- 7.3.1. The solutions including all its components which form part of the solutions, in scope should be designed and sized with adequate redundancy and fault tolerance to meet the Business Continuity requirements/BCP plan of the Bank and scalability asked for in the

RfP. In case the bidder feels that some component needs redundancy to have business continuity, the same shall be factored and quoted in commercial bid.

- 7.3.2. The bidder has to follow OEM certified deployment methodology & architecture.
- 7.3.3. The solutions should be deployed to enable carrying out management of solutions internally & remotely by administrators.
- 7.3.4. The bidder will ensure to design and implement all the solutions under the scope of this RfP that the Logs / databases / data / policies etc., of the solutions are always in synchronization between two sites at all times with maximum permissible delay of 30 minutes and without any loss of data.
- 7.3.5. The configuration given below as per the Bank's requirement considering the scalability during period of contract and availability. However, the bidders are required to assess the same based on the requirements of the solution & ensuring availability at all times and accordingly propose the solutions and other components which would form part of solutions.

7.3.6. File Integrity Monitoring

- 1 The solution should be deployed in Standalone mode at DC and DR. The management console should be at both DC and DR.
- 2 Initial Licenses Requirement (Day One) - The number of servers that would be integrated with FIM solution at DC would be 150 and at DR 75.
- 3 Management of solution - The entire solution must be centrally manageable via single console for both DC & DR for day to day operations. Reporting, policy creation, alerts management etc. must be managed from the management server. The solution must allow the user to use a standard browser or thick client to access the management UI.
The Management should also be in failover setup, i.e., if primary console goes down secondary at DR should start controlling.
- 4 Scalability – the solution should be scalable to support 500 number of servers in DC and 250 in DR during period of contract, by addition of licenses without upgradation of hardware/database/operating systems.
- 5 Configuration - In case the solution goes down at DC, the function being performed by the solution should be taken over by a corresponding devices at DR site and vice versa.

7.3.7. Database Activity Monitoring (DAM)

- 1 DAM solution including all its components should be deployed in HA at DC with standalone Management Console. DAM solution should not be deployed in-line mode i.e., if DAM is unavailable it should not impact database functionality.
Where the system is in stand-by mode, only one set of cores is taken into consideration. The vendor has to provide agents for the total system so that if the primary fails, secondary will take over and agents remain active on secondary.
- 2 Initial Requirement of Licenses (Day One) – the number of databases in DC that would be integrated with DAM solution would be 25 database or 50 cores.
- 3 Management - The entire solution must be centrally manageable via single console for day to day operations. Reporting, policy creation, alerts management, DB protection configuration etc. must be managed from the management server. The solution must allow the user to use a standard browser/ thick client to access the management UI.

- 4 Scalability – solution should be scalable to support additional databases by addition of gateways and / or agents (scale-out approach). In case additional gateways are added, the bidder should configure the same in N+1 cluster without any additional cost to the Bank. The expected scalability at DC would be upto 50 databases / 100 cores during the period of contract.
- 5 Configuration – the solution should be configured in HA at DC to avoid any single point of failure, with management console in standalone. However, in case of failure of management console, the bidder should take snapshot and move to another VM.
- 6 The bidder to note that, in case the Bank proposes to implement DAM at DR Site during period of contract, it should be configured in such a manner that if the DAM solution at DC fails, the solution at DR should take over and agents remain active on DR Site.

DR sites should get active when production site is inactive. Management should also be in failover setup, i.e., if primary console goes down secondary at DR site should start controlling all the gateways.

7.3.8. Endpoint Encryption (EPE)

- 1 Standalone solution at DC and DR. Further, the management console should be deployed at both DC and DR.
- 2 Initial Requirement of Licenses (Day One) – the number of EPE licenses required from day one would be 1500 to be deployed in DC. As regards to DR based on the licensing policy of the proposed OEM the bidder to quote accordingly.
- 3 Management - The entire solution must be centrally manageable via single console for both DC & DR for day to day operations. Reporting, policy creation, alerts management etc. must be managed from the management server. The solution must allow the user to use a standard browser or thick client to access the management UI.

Management should also be in failover setup, i.e., if primary console goes down secondary at disaster recovery site should start controlling.

- 4 Scalability – the solution should be scalable to support 2500 endpoints/servers during period of contract at DC & DR, by addition of licenses without upgradation of hardware/database/operating systems.
- 5 Configuration - In case the solution goes down at DC, the function being performed by the solution should be taken over by a corresponding devices at DR site and vice versa.

7.3.9. Multifactor Authentication (MFA)

- 1 HA in DC and standalone in DR. Further, the management console should be deployed at both DC and DR.
- 2 Initial Requirement of Software Tokens (App. Based) / Licenses – the number of licenses/tokens required from day one would be 1500 to be deployed in DC in HA. As regards to DR based on the licensing policy of the proposed OEM the bidder is to quote accordingly.
- 3 Management - The entire solution must be centrally manageable via single console for both DC & DR for day to day operations. The solution must allow the user to use a standard browser or thick client to access the management UI.

Management should also be in failover setup, i.e., if primary console goes down secondary at disaster recovery site should start controlling.

4 Scalability – the solution should support upto 2500 users during the period of contract at both DC & DR, by addition of licenses and without upgradation of solution software /hardware/databases/operating systems.

5 Configuration – In case the solution at HA in DC goes down, the function being performed by the solution should be taken over by a corresponding device at DR site and vice versa. **The bank should also have option to authenticate users from any of the gateways i.e., DC / DR.**

Further, the solution should have option and be configured in such a manner, that in case of failure of app., the user should be able to use alternate mechanism like SMS and eMail (other than hardware based token) for authentication.

6 The bank may during period of contract, procure hardware-based tokens from any OEM. However, the solution proposed by the bidder should support the same from day one without any upgradation in software, as long as the tokens are OATH compliant.

7.3.10. Asset and Patch Management Solution

1 Standalone solution at DC and DR. Further, the management console should be deployed at both DC and DR.

2 Initial Requirement (Day One) – the number of assets to be integrated with the solution would be 2500. Out of which, 2000 assets would be agent based and 500 would be agentless.

3 Management - The management should also be in failover setup, i.e. if primary console goes down secondary at disaster recovery site should start controlling.

The bidder should provide and manage end users' help desk which should be integrated with IT asset management (ITAM), configuration management, end user support, reporting, and alert capabilities. The service desk should provide automation of repetitive tasks & processes, incident management (e.g. ticketing) etc.

4 Scalability – the solution should support upto 3500 assets (3000 agent based and 1000 agentless) during the period of contract by addition of licenses and without upgradation of solution software /hardware/databases/ operating systems.

5 Configuration – In case the solution at DC goes down, the function being performed by the solution should be taken over by a corresponding device/solution at DR site and vice versa.

7.3.11. The overview of the envisaged deployment & the coverage of the proposed solutions is depicted in below table:

| S.N. | Solution | Centralized monitoring & management | | Coverage | | |
|------|----------|-------------------------------------|-----|----------|-----|---------|
| | | DC | DR | DC | DR | Offices |
| 1 | FIM | Yes | Yes | Yes | Yes | Yes |
| 2 | DAM* | Yes | NA | Yes | NA | NA |
| 3 | EPE | Yes | Yes | Yes | Yes | Yes |
| 4 | MFA | Yes | Yes | Yes | Yes | Yes |
| 5 | APM | Yes | Yes | Yes | Yes | Yes |

The Bank would prefer to have all the solution infrastructure within the DC/DR, however if the Bidder's solution necessitates the deployment outside DC/DR then the Bidder must highlight the same in their architecture and factor that in the Bill of materials as well.

*In case of DAM during period of contract, if the Bank proposes to extend the solution at DR Site, the Management should also be in failover setup, i.e., if primary console goes down secondary at disaster recovery site should start controlling all the gateways.

FIM solution would also be extended during period of contract to the file servers, currently present at major offices.

7.4. Hardware Sizing

- 7.4.1. The bidder to provide adequate compute/storage infrastructure and/or any other components/hardware required for the implementation & integration of solutions with existing Bank's solutions at DC and DR and setting up of UAT environment. Further, all the components are to be provisioned taking into account the scalability factor of solutions as asked for in the RfP.
- 7.4.2. The bank would provide network switches which are L3 switches and of HP 5930 make at both DC and DR. The switches support 10G Gbps Base T (copper) and 10 Gbps SFP+ (fiber).
Hence, the network interfaces of the hardware proposed by the bidder should have 10G Gbps Base T (copper) from day one and scalable to support 10Gbps SFP+ (fiber) by addition of card/interface during period of contract.
- 7.4.3. The hardware sizing of the bidder should be based on the current requirement, future software scalability, requirements for future updates / upgrades including management consoles, UAT environment setup etc., for all the solutions, during the entire period of contract.
- 7.4.4. In case of hardware at DR site, provision should be made from day one for extending DAM for 25 databases / 50 crores with separate management console.
- 7.4.5. The sizing of hardware for the solutions should be approved by the respective OEMs of proposed solutions separately and bidder should submit the document duly signed and stamped by OEM, for the same along with technical bid.
- 7.4.6. It would be bidder's responsibility to appropriately size the hardware over and above what is specified in RFP and in case of any performance issues during the contract period the same needs to be replaced/ upgraded by the bidder at no additional cost to bank. The resource (Memory, CPU, Hard disk, network etc.) utilization at any point of time during the period of contract, considering the scalability requirement also, should not be more than **70%**. If the same crosses the threshold of 70%, bidder should replace/upgrade the hardware to ensure the utilization within the aforesaid threshold without any additional cost to the bank.
- 7.4.7. Each hardware should have component level redundancy and should be provided from day one with:
- 1 IEC C13 – C14 power sockets and cables.
 - 2 10G Gbps Base T (copper) and scalable to support 10 Gbps SFP+ (fiber) modules by addition of transceivers during period of contract.
 - 3 Redundant and hot plug power supply and fans.
- 7.4.8. The proposed compute/storage of OEM should be enterprise grade with latest technology and listed in **Gartner LEADER quadrant** report.
- 7.4.9. The bidder should ensure the country of origin for all the proposed hardware so as to ensure the continuity of support, upgrade of hardware and availability of spares during the period of contract. In case of failure by the bidder to ensure the same during the contract period, the bidder has to replace with new hardware at its own cost.
- 7.4.10. The hardware should be virtualized. All licenses for virtualization to be provided by the bidder. In case the virtualization technology is other than Vmware the bidder to train at least 3 members from the bank on the same.
- 7.4.11. The operating system should be latest, Datacenter/ Enterprise edition Windows / Linux server so that the host servers are adequately licensed and there should not be

- requirement of OS licenses for individual VMs created on these hosts. Further, they should be sized taking into account the software scalability also.
- 7.4.12. Wherever external databases licenses are proposed by the bidder, they must be **ENTEPRISE EDITION** and should fully comply with the database OEM prevailing licensing policy. Further, the sizing of database should take into account the software scalability. The management of databases provided by the bidder is under their scope.
- 7.4.13. The bidder is responsible for automated online replication of logs from DC to DR for redundancy. The solution should be capable of automatically moving the logs from device to archival storage based on the ageing of the logs. The storage should have “Write Once ReadMany (WORM)”/ Encryption/ Index and Search/ Retention and Disposal functionality. The storage should have the option to support backup on tape library. For DC-DR replication, the solution should also have the capabilities to replicate the logs in real-time and should have configuration for scheduled replication whenever required.
- 7.4.14. The bank is required to maintain logs Storage for a period of 10 years - The bidder should maintain (i) 3 months of logs on-box (ii) 9 months on near-line storage and (iii) 9 years on offline storage.
- 7.4.15. The bidder should use the Bank’s existing backup solution (Veritas), as detailed in current setup section, for backup and restoration whenever required by solution’s application. Bank’s backup team will assist the bidder in configuration and setup. Further, the backup would be taken by the Banks backup team. The bidder should intimate the bank on the license requirements, as required for their proposed solutions. Further, the bidder should coordination with banks team / outsourcing partner, for configuration of backup, prepare schedule for backup in consultation with bank’s team, ensure backups as per schedule and periodic testing. All the testing should be carried out in UAT environment.
- 7.4.16. **UAT environment** – the bidder should setup UAT environment for all the proposed solutions at DC for testing purpose on near zero load throughout the period of contract. The bidder should take into account while sizing the solution for software licenses and hardware, including other components. The minimum requirement would be FIM-3 servers, DAM – 1 DB, EPE- 5 endpoints, Asset and patch management - 5 endpoints and MFA – 5.
- 7.4.17. The L3 network connectivity between SIDBI offices, Data Centre site and Disaster Recovery Site will be provided by the bank.

7.5. Integration

- 7.5.1. The proposed solutions should be seamlessly integrated with the Bank’s SIEM for log correlation, existing security solutions (PIM, NAC, AV, FW, Proxy etc.) & infrastructure, directory services & applications for authentication, endpoints, any future solutions procured by the bank etc., during the contract period. The initial integration required would for current solutions with CSOC components would be as under:

| Proposed Solutions | Current Integration Requirement | | | |
|--------------------|---------------------------------|-----|-----|----|
| | SIEM | PIM | NAC | AD |
| FIM | ✓ | ✓ | - | ✓ |
| DAM | ✓ | ✓ | - | ✓ |
| EPE | ✓ | ✓ | ✓ | ✓ |
| MFA | ✓ | ✓ | ✓ | ✓ |
| APM | ✓ | ✓ | ✓ | ✓ |

However, bidder should ensure that the solutions are integrated with other components available with the Bank and also future solutions which the bank would procure during period of contract to ensure and maintain security posture as per industry best practices and standards. No additional cost whatsoever will be provided by the bank.

- 7.5.2. The proposed solutions should forward the logs to SIEM as per the format recognized by the Bank's SIEM. Any parser required for the same is to be provided by the bidder. The existing SIEM deployed in the bank is RSA Netwitness and some of the formats supported by it are syslog / SDEE etc. Bidder to ensure that the logs forwarded from proposed solutions should support the format which the Banks SIEM understands. Any custom parser required for forwarding the logs to the SIEM are to be provided by the bidder, without any additional cost to the Bank.
- The bidder should ensure providing all the necessary APIs, connectors, parsers etc., and forwarding the logs in the format recognized by the Bank's SIEM for integration of proposed solutions with the existing solutions of the bank.
- 7.5.3. Any interfaces required for integration of the proposed solutions with existing applications / infrastructure / solutions within the bank should be developed by the bidder for successful implementation of the project, without any additional cost to the bank. The data/inputs required for integration would be provided by the Bank.
- 7.5.4. All the solution should support proxy for internet connectivity i.e., wherever solutions require Internet access for updation of definitions / signature etc., the same would be through Bank's proxy server only. Currently, the Bank uses BlueCoat proxy server.
- 7.5.5. The solutions are to be integrated with Veritas Netbackup solution of the bank. Requisite licenses will be provided by the bank. The bidder has to coordinate with the bank's backup team for integration.
- 7.5.6. No additional cost whatsoever would be paid by the bank for integration of proposed solutions with the Bank's existing solutions.

7.6. Implementation Document

- 7.6.1. The shortlisted Bidder should perform a detailed study of the Bank's existing IT Infrastructure and architecture for integration of the proposed security solutions (FIM, DAM, EPE, APM and MFA).
- The current network and security architecture deployed by the Bank would be shared with shortlisted bidder.
- 7.6.2. Based on the study of the Bank's Infrastructure, regulatory requirement, OEM best practices, redundancy etc., the shortlisted Bidder should submit for each solution, the detailed implementation design document (low and high level) acceptable to the Bank and within the timelines as specified in the RfP. A robust documentation (having all details i.e. of all configurations, support mechanism, architecture of deployment and integration with existing Bank's solutions) system needs to be in place for all to understand the process and their responsibilities. On acceptance of the implementation methodology, the shortlisted bidder has to carry out implementation of the solutions to achieve the objectives set by the bank.
- 7.6.3. The shortlisted bidder will have to prepare and submit detail SOPs containing the detailed commands/guidelines for integration of the in-scope monitored systems and provide onsite technical assistance while installing the agent in monitored devices at the locations (DC and DR). Configuration of the monitored devices should be carried out in coordination with the Bank's outsourced partner.
- In case of endpoint solutions viz., APM and EPE the on-site technical assistance is for Mumbai & Chennai Office, DC & DR. For other locations, coordination should be carried out with the bank's outsourced partner for implementation, integration and management.
- 7.6.4. The services/ solutions offered should not require any major Network Architecture / configuration change in existing Network or existing device replacement on the part of the Bank except following:

1. Solutions deployed in-line and need architecture and data flow reroute changes without which the solutions cannot be deployed.
2. Port mirroring for solution which work on Mirror traffic.

The network changes required during implementation should be documented in implementation design document. Further, the bidder should guide the bank in carrying out the same.

- 7.6.5. The shortlisted bidder has to coordinate with the banks existing outsourced vendor, existing application vendor(s) and banks personnel for seamless implementation and integration of services/ solutions with existing application platforms, servers, security devices, storage environments, network, and security solutions.
- 7.6.6. The shortlisted Bidder will ensure knowledge transfer to the Bank at every stage of the project to enable the Bank to carry out the work as specified in this RFP in future after completion of this assignment.

7.7. OEM Responsibility

- 7.7.1. The OEMs of the proposed solutions should be committed to the success of the project during actual implementation by being involved in implementation of the project till its completion. The OEMs should be involved in the overall design, implementation, support, sustenance, etc. for each of the proposed solution by the bidder as per the scope of work defined in RFP.
- 7.7.2. The following are the tentative expectations with respect to OEM involvement during the contract period (Implementation and Operational), however the bank reserves the right to change the scope:

| Implementation Phase | Operational Phase |
|---|--|
| <ol style="list-style-type: none"> 1. Validation of solution design and architecture. 2. Continuous monitoring of implementation at each location during implementation. 3. Provide SME support to working teams. 4. Ensure customization of solution in line with Bank's requirements. The customization is required in the solution being provided under the scope of RFP for integration with the existing infrastructure of the bank. 5. OEM Certificate for Deployed Architecture & Configurations done at the bank Setup is necessary after implementation of its products for Bank Sign-Off. The OEMs have to give the certificate to the Bank post implementation, confirming the implementation of their products with best industry practices & the standards and no zero-day threats or malware in the installed device or appliance. OEM will also confirm in its certificate that | <ol style="list-style-type: none"> 1. 24X7X365 TAC support on Remote Telephonic or Technical / Web support. 2. The Support should be of production/Enterprise support level. For Highest Priority Calls response to be provided by OEM within 30 minutes. The expected resolution Time is 2 hours (maximum). 3. The OEM should provide a service which delivers the latest OEM product information— patch and upgrade notification; and critical alerts that require immediate attention. 4. The OEM should carry out annual health check-up of the DAM solution during the period of contract. 5. The OEM should provide a service which delivers the latest OEM product information by email - patch and upgrade notification; and critical alerts that require immediate attention. |

| Implementation Phase | Operational Phase |
|---|---|
| implementation has been done in line with the software licenses procured by Bank. 6. Training on functionality of the solutions to Bank's designated team prior to implementation. | 6. OEM will verify the usage of all licenses and advise Bank in case of any exception. 7. Access to Technical Library of OEM and Documentation of the proposed solutions. 8. Training to the Bank officials on administration of the solutions. 9. Periodically updating the Bank on new products and solutions from the OEMs. |

7.7.3. A letter from the product OEMs agreeing/confirming to the above-mentioned responsibilities for respective solutions, has to be submitted in the technical bid.

7.8. Warranty, AMC & ATS

- 7.8.1. A comprehensive onsite warranty and/or ATS for a period of one year and comprehensive on-site additional AMC/ATS for 2nd to 5th year shall be there on for all the solutions, Hardware, Software, Operating system, Databases etc. supplied by the bidder to the Bank. **The warranty period would commence from the acceptance date of Phase-1 signoff from Bank.** All warranty and AMC should be comprehensive on-site, back to back with OEM and 24X7X365 basis and highest enterprise level with advance RMA for hardware.
- 7.8.2. The hardware and software supplied by the vendor should be of latest versions and should reach end of support/ end of life only after 6 years from the date of supply. The technology providers, including OEM will be required to submit a written undertaking, explicitly stating their commitment to provide spares, full technical, operational and maintenance support to Bank during the warranty and AMC period. The bidder would be responsible for replacing the out-of-support, out-of-service, end-of-life, undersized, infrastructure elements at no extra cost to the bank during the contract period.
- 7.8.3. During the warranty and AMC period, the Bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- 7.8.4. The warranty and AMC/ATS will cover every kind of repair and support including technical on-site support from the Bidder and back to back OEM support for software updates, software (including O/s, database) upgrades, troubleshooting, TAC support from the OEM, hardware replacement, hardware upgrades, and all relevant updates for any or all modules procured as part of this RFP to ensure that the most updated security risk library is available to the Bank at any given point in time for entire contract period.
- 7.8.5. During the period of contract, the bidder would be responsible for delivery and installation of updates, upgrades, patches, bug-fixes etc., for the entire infrastructure supplied as part of contract due to whatsoever reason including but not limited to EOL or EOS, without any additional cost to the bank.
- 7.8.6. The bidder shall ensure re-deployment of software/solution or its agents/scripts at central or remote sites or at endpoints as part of maintenance only. There shall be no additional charges payable for re-designing / re-deployment of solution at any or all additional

- endpoints including DC and DR sites of the Bank. All activities pertaining to continuity of the solution shall be ensured by the bidder as part of warranty and/or AMC/ATS without any extra cost to the Bank.
- 7.8.7. The Supplier shall comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- 7.8.8. The successful Bidder shall ensure that services of professionally qualified persons will be available for comprehensive on-site maintenance of the equipment during warranty/AMC / ATS period.
- 7.8.9. Return Material Authorization - the replacement unit (during warranty and AMC) has to be shipped by OEM to the location and the vendor should install, configure and integrate the same. Once confirmed on the successful working of the device, the faulty unit has to be collected by the vendor and delivered to OEM. No additional cost whatsoever would be paid by the bank.
- 7.8.10. The Supplier shall warrant that the products supplied under the Contract are of the most recent version/latest and incorporated with all recent improvements in design and / or features. The Supplier shall further warrant that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Supplier that may develop under normal use of the supplied products in the conditions prevailing in India.
- 7.8.11. **As non-alignment of delivery of hardware and software together at the same time and the late sign-off of any solution may impact the Warranty / AMC timelines under back-to-back agreements of bidder with OEM, the bidder is required to take care of the same in their agreements with OEMs. The Bank will not consider any request for adjustments/waiver of warranty/AMC period in such cases and will seek full five year warranty/AMC/ATS and active life of each solution with full OEM support & services after acceptance of solution by the Bank.**

7.9. Post Implementation Activities

- 7.9.1. Post implementation of the solution, the scope includes support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates /patches: (a) Firmware Upgrades, (b) Faulty Parts replacement (c) Hardware System monitoring (d) Troubleshooting & Performance Tuning (e) Upgrades of supplied software (including O/s, databases) (f) Advisories on software upgrades & vulnerabilities (g) Support during DR Drills (h) OS Administration & patching as per OEM guidelines (i) Management of solutions including regular backups (j) Any support required to make systems & software up and running (k) Operational support (l) user support and troubleshooting (m) Preventive health check (n) Monitor quality and risk related activities on solution under their preview (o) Audit compliance (p) installation/re-installation of agents (q) database management (r) backup and restoration etc.
- 7.9.2. The Bidder should provide and install all updates and upgrades (including version upgrade), signatures, patches and any other upgrades for the solutions (including database and operating systems) as and when released by the OEM and also regulatory/statutory/governing bodies' requirements at the earliest (to complete the activity before the deadline set by the authority) free of cost during the contract period.
- 7.9.3. The Bidder should provide and implement functionality and architectural changes as and when required by the Bank during the contract period, without any cost to the Bank.

- 7.9.4. The shortlisted bidder is responsible for developing and implementing security configuration hardening of all the solutions that are procured under this RfP and should carry out periodically review the guidelines and configure as and when required. Bank will provide risk acceptance in a scenario if hardening parameter is not in line with Bank's security policy/ network /IT Infrastructure and Application requirements and is not to be implemented. However, the bidder to provide proper written justification on the same to the bank.
- 7.9.5. The bidder to note that:
- 1 The bank during the period of contract, may change its network topology / architecture, required modification in the solutions architecture shall be done by the bidder at no extra cost.
 - 2 The bank may add additional endpoints, servers (physical / virtual), databases, users. Further, the bank may add additional security measures not limited to IDAM, DLP, EDR, VPN, MAM, DICT based on its operational requirements to enhance the security posture, during the period of contract. The bidder is required to coordinate with the vendor and integrate the same with the proposed solutions, wherever applicable, without any additional cost to the bank.
 - 3 The bank may procure additional licenses at the contracted rate for the proposed solutions during the period of contract based on its requirements. The scope of selected bidder is to supply, install, integrate and manage the solutions. No additional cost other than what is contracted would be paid to the bidder.
- 7.9.6. Submission of Reports - The shortlisted bidder has to submit daily, weekly and monthly reports. The format of the reports would be discussed and decided with the shortlisted bidder.
- 7.9.7. The bidder shall develop & publish Escalation Matrix proactively over the project period to Bank with details of bidder & OEM Key persons in order to handle Security & other Incidents efficiently.
- 7.9.8. It will be the shortlisted bidder responsibility to liaison with the OEM to provide full technical support to the satisfaction of the Bank for the complete project duration. The bidder would be the single point of contact.

7.10. Technical Resource

- 7.10.1. The service provider has to arrange to provide separate resources for:
- 1 Implementation phase and
 - 2 Operation phases.
- The bidder to note that, the number of resources mentioned below are minimum requirement. The bidder is free to provision resources over and above the minimum requirement as per terms and conditions given in subsequent sections.
- 7.10.2. Operations phase should begin once implementation of the solution has fully completed and acceptance/sign-off of Phase-1 has been received from the bank.
- 7.10.3. During the contract period, the shortlisted bidder and its employees shall at all the times comply with & abide by the security policy of the bank. The security policy of the Bank would be shared with shortlisted bidder.
- 7.10.4. The shortlisted Bidder will have to introduce the resources (throughout the period of contract) to Bank via formal communication on company letterhead along with copies of qualification, experience, certifications and biodata. On receipt of the information, the bank would conduct interview of the resources before finalizing. The bidder has to deploy the resource based on the acceptance by the bank.

7.10.5. Resource during Implementation Phase

- 1 All team resources included in implementation should be on the payroll of Bidder or OEM or implementation partner of OEM.

In case of implementation partner of OEM, the OEM should submit declaration on its letterhead duly signed by authorised personnel that the implementation partner has requisite experience in deployment of solution at more than one organisation in India for similar sized deployments.

The declaration is to be submitted from respective OEMs as part of technical bid and should contain the details of partner and their experiences in such projects. In such case complete responsibility and ownership of implementation would lie with the OEM.

- 2 During implementation phase the bidder has to deploy one dedicated Project Manager and Team Members at project site. Further, assistance of respective OEMs should be provided during implementation of respective solution components.
- 3 One Dedicated Project Manager with minimum qualification B.E/B.Tech/MCA, seven (7) years of post-qualification experience in IT Security solutions implementation and project management shall be assigned by the Bidder at the Bank's Site in Chennai to ensure implementation timelines are met to achieve desired results.
- 4 The roles and responsibilities of Project Manager, Team members is as under:

| Project Manager | Team Member |
|---|---|
| <ul style="list-style-type: none"> • Single point of contact for Bank's senior management • Primarily accountable for successful implementation of the project across Bank • Identification of working team members, project management office members and team lead. • Monitor Project implementation at Bank and ensuring timelines defined in RFP. • Co-ordinate with all stakeholders • Monitor quality and risk related activities. • Identify and implement best practices during project deployment at Bank. • Periodic reporting to Bank on the status, issues/ challenges faced and how these are handled. Periodicity would be decided with the shortlisted bidder. • Review meetings. | <ul style="list-style-type: none"> • Implementation & integration of all devices/ solutions in scope. • Coordinate with bank's team & outsourced partner for deployment / integration. • Customize devices/ solutions as per requirements. • Perform acceptance testing for each device/ solution. • Report the progress to Project Manager and Bank. • Identify and report any risks to Project Manager and Bank. • Seek advice from the Project Manager on mitigation measures for the Bank. |

- 5 The Bidder/OEM/implementation partner shall provide on-site resources at bank's Chennai Office and at DataCenter for implementation of their respective solutions during the implementation phase.
- 6 In case the Bidder is not able to resolve the Bank's, queries or delays the implementation beyond stipulated timelines, the OEM shall ensure implementation at no extra cost to the Bank. Hence it is expected to work hand in hand by both parties i.e. bidder as well as OEM for implementation and operation phase.

7.10.6. Resource during Operation Phase

- 1 The shortlisted Bidder shall deploy L1, L2 and L3 resources, who should be in their **OWN PAYROLL**. Undertaking from company along with latest payslip to be submitted. No outsourced / sub-contracted staff to be deployed during any phase of

the project (entire contract period, except in case the bidder proposes to carry out implementation by OEM partner).

- 2 The number of resources required for managing the systems during operations phase is as under:

| S.N. | Details | Chennai | Mumbai |
|-----------|---|---------------------|--------|
| A. | No of Resources | | |
| 1 | L1 Resources | 3 | 1 |
| 2 | L2 Resources | 1 | NA |
| 3 | L3 Resource | 1 | NA |
| B. | Shift Timings (Monday to Saturday) | | |
| 1 | Shift-1: 9am to 5pm | 2XL1, 1XL2 and 1XL3 | 1XL1 |
| 2 | Shift-2: 1pm to 9pm | 1XL1 | NA |

The resource proposed by the bank in this section are minimum requirements. However, the bidder is free to provision over and above the same to meet the SLA requirements of RfP. The exact number of resources proposed by the bidder are to be indicated clearly in the bid response and commercial bid should be in-line with the same. Further, the resource should meet all other conditions as specified in this in the RfP.

- 3 In case of exigency, support arrangement should be available during off-hours and holidays as a part of the crisis / incident management process. No additional cost whatsoever would be paid by the bank.
- 4 Bank reserves the right to change shift timings during the period of contract based on its requirements. In case during the period of contract, if the bank intends to increase the shift timings, additional resources would be added at the contracted rate.
- 5 It will be the Bidders responsibility to get their Identity & Address proofs and submit to the Bank. The shortlisted bidder has to carry out following checks for all resources deployed on the site during period of contract:
- Background verification** - including education and experience of all the resources deployed on-site and submit the certificate.
 - Police verification (PV)** - of all the resources deployed onsite at the bank and submit certificate.
 - The background and Police verification certificates to be submitted within **3 months** from the date of joining of the resource at the bank site.
- 6 The bidder shall maintain enough provisions of additional manpower for managing the absence of any resources due to whatsoever reasons (like company policy, work-hour limitations, leave, sickness, recess interval, training, etc.).
- 7 The bank during the period of contract, due to its operational requirements, reserves the right to:
- Change the shift timings of the deployed resources.
 - Increase the number of resources as per the contracted rate OR decrease the number of resources if workloads reduce due to any reasons. The payment for such resources would be paid on pro-rata basis.
 - Shift the operations of management / monitoring (being carried out by L1, L2 & L3 resources) to alternate location (inter / intra city) wholly or partially.
- In case of inter-city shifting, the shortlisted bidder to provide the resource at the alternate location without any additional cost to the bank. However, prior to shifting notice period of at least 60 days would be given.

- 8 The shortlisted bidder would align its expertise from its respective backend technology practice/tower/vertical in its organization to attend any critical technical issue as and when required. These services would be in addition to the resources deployed on-site in the bank's premises. No additional cost whatsoever would be paid by the bank.
- 9 **The on-site resource should be deployed immediately after acceptance & sign-off of Phase-I.**

7.10.7. Qualification and Experience of On-Site Engineers

The Minimum desired educational qualifications and the experience/ skill-set possessed by resources should be as under:

1. L1 Resource

| | |
|-----------------------|---|
| Qualification | B.E/ B.Tech/MCA |
| Experience | Minimum 2 years of relevant and 3 years of total experience in the field of IT Security and implementation/ support. Experience on windows server operating system, Linux preferable. |
| Certifications | Should be certified with at least one (1) certification out of the following: CCNP/ RHEL / MCSA / Security+(CompTIA) |

2. L2 Resource

| | |
|-----------------------|---|
| Qualification | B.E/ B.Tech/MCA |
| Experience | Minimum 3 years of relevant and five (5) year total experience in the field of IT Security and implementation / support. Experience on Databases, operating systems administration is preferable. |
| Certifications | Should be certified with at least 2 certifications out of the following: RHEL / UNIX/ MCSA/ DBA/ DAM/ FIM |

3. L3 Resources

| | |
|-----------------------|--|
| Qualification | B.E/ B.Tech/MCA |
| Experience | Minimum 5 years of relevant and seven (7) year total experience in the field of IT Security and implementation / support in scheduled commercial banks/PSU/Government Organisations. |
| Certifications | Should be certified with at least 2 certifications out of the following: CISSP / CISM / CEH / ISO 27001 LI |

4. All the resources to be **trained for a period of one month** by the bidder / OEM on the in-scope solutions before deploying them on-site.

7.10.8. Roles and Responsibilities of On-site Resources

The roles and responsibilities of on-site resources, but not limited to, are as under:

| Resource | Roles and Responsibilities |
|---|--|
| L1 Resource (Working Team) | <ul style="list-style-type: none"> • Have daily Operation efforts, proactive Server / Solution Dashboard Monitoring, Attending and resolving user calls, opening tickets etc., and report on progress to Team Leads. • Resolving technical issues & lodge tickets with OEM, follow-up for long pending calls Co-ordinate with all Teams for follow-up for open tickets & activities. • Move / Add / Delete / Change of agents of all solutions. |

| Resource | Roles and Responsibilities |
|--|--|
| | <ul style="list-style-type: none"> • Complete Inventory management using APM tool. • Updation of patches on all the endpoints (existing and additions during period of contract), coordination with respective datacenter teams of the bank for implementation / rollback etc., of server patches. <p>Administration of the solution which would include but not limited to day to day monitoring of the patch compliance, configuration, reporting, problem remediation etc.</p> <ul style="list-style-type: none"> • Manage hardware, Operating Systems and Storage supplied by the bidder as part of scope. • Do periodic preventive health check / patch update for solutions under their preview. • Submission of daily/weekly/monthly reports. |
| L2 Resource (Team Lead) | <ul style="list-style-type: none"> • Lead daily Operation efforts, Report on progress to Technical Delivery Manager and Bank • Providing assistance and management of Operation Team (L1) in resolving user problems, technical issues & coordinating with OEM as escalation follow-up for long pending & calls. • Co-ordinate with all Teams for follow-up for open tickets & activities. • Do Server patching / hardening on solutions under their preview and management of databases provided as part of solution. • Coordinate and Assist DBA, server team in deploying patches for databases and servers. • Coordinate with network and security teams of the bank. • Assist L1 engineer in deployment of patches on endpoints. • Manage hardware, Operating Systems and Storage supplied by the bidder. • Do periodic preventive health check / Version Upgrade for solutions under their preview. • Coordinate with L1 for Move/Add/Delete/Change of agents. • Monitor quality and risk related activities on solutions under bidder preview. • Identify and implement best practices / configurations on solutions under their preview during operation phase as part of continuous improvements. • The implementation of solutions on additional agents after signoff of the solution. • Submission of daily/weekly/monthly reports. |
| L3 Resource (Technical Service Delivery Manager) | <ul style="list-style-type: none"> • One Dedicated Onsite Technical Service Delivery Manager shall be placed by the Bidder at the Bank's Site at Chennai to ensure service delivery levels are as per SLA requirements. • Monitor operations for all solutions implemented at Bank. • Help Team Leads in resolving technical issues & coordinating with OEM as escalation follow-up for long pending Tickets & calls. |

| Resource | Roles and Responsibilities |
|----------|--|
| | <ul style="list-style-type: none"> • Co-ordinate with all stake-holders. • Monitor quality and risk related activities. • Fine tuning of policies/rules. • Identify and implement best practices during project operations at Bank. • Periodic reporting to Bank on the status, issues/ challenges faced and how these are handled. • Ensuring SLA management. • Redesigning of the solution for optimal output of the solution in interest of the Bank. • Crisis Management and Emergency response Procedures. • Assisting the bank in improving the security posture, encryption technologies, industry best practices etc. • Coordination with Account Manager and Technical Account Manager and arranging for monthly review meetings and ensuring minutes of meeting are submitted on time. • Coordinating with L1 and L2 resources for daily/weekly/monthly reports. • Coordinating with Account Manager for payment related issues. |

7.10.9. Others (non-dedicated)

1. Account Manager

A senior management member from the Bidder shall be identified as Account Manager, who would be single point of contact to the bank during the operation phase. The roles and responsibilities of account manager are outlined below:

- a) Single point of contact for Bank's senior management
- b) Primarily accountable for successful operations of the project
- c) Act to remove critical project bottlenecks
- d) Identification of working team members, team leads etc.
- e) Resolving payment related issues.

2. Technical Account Manager

A Senior Member from bidder/OEM shall be identified as Technical Account Manager. The roles and responsibilities of TAM are outlined below:

- a) Primarily accountable for issues not resolved by on-site L2 and L3 resource.
- b) Act to remove critical project bottleneck by connecting Bank staff with the Technical team of OEM.
- c) Monitor operations for all solutions implemented at Bank
- d) Single point of contact for Bank's senior management from bidder/OEM side.
- e) Arranging monthly review meeting with Account Manager and higher operations leads.

7.10.10. Other Terms and Conditions of Resource

1. Overall monitoring and management of the project during and post installation for the full period of contract.

2. Coordination for delivery/ deployment/ discovery of agents/ endpoints and Installation of new hardware, software and necessary licenses in stipulated time frame.
3. SLA Maintenance / Management, daily / monthly Uptime reports, utilization reports & interface utilization / reporting of all the devices.
4. Submission of periodical reports on the performance of the equipment's and its reviews. Preparation and submission of other MIS related work assigned by Bank.
5. The onsite resources should abide by timings as revised by the Bank time to time.
6. The members of the on-site team should have mobile phones and the details like Name, Address (Inclusive of Residential Telephone Number), Mobile Number should be provided to Bank
7. Disability if any or suffering for any disease should be informed to the Bank in advance. The bank shall not be responsible for any such disability/ disease or physical fitness of the resources deployed onsite, the bidder shall ensure necessary steps for the same without hampering services to the Bank.
8. Buffer arrangement - The bidder will maintain enough provisions of additional manpower for managing the absence of any resources due to whatsoever reasons. (Like company policy, work-hour limitations, leave, sickness, recess, interval, training, etc.)
9. The on-site team shall maintain attendance register and the same should be shared with Bank on daily/monthly or on defined frequency by the Bank. The bidder shall ensure verification of attendance by Bank's Team on weekly basis. Only verified attendance shall be counted for payment. The bidder shall also submit collated excel sheet of verified attendance to bank's team on monthly basis
10. The onsite resources shall follow non-disclosure agreement (NDA) with Bank meticulously. The Bidder/ onsite resources at bank shall inform Bank about any correspondence with external entities pertaining to any point mentioned in the scope of the work.
11. On-site resources deployed by service provider will be subjected to the disciplines, office decorum, etiquettes as applicable to any other staff member of the bank.
12. Deployed resources will have to make their own arrangement for Transportation (including in case of night shift or late sitting in the office), Lunch/snacks/breakfast etc.

7.11. Replacement of Resources

- 7.11.1. If the onsite resource is found not qualified / suitable or his performance is not satisfactory, bidder shall have to replace the engineer within 30 days of written e-mail communication from Bank regarding the same. Applicable amount, on pro-rata basis, for the service rendered shall be payable.
- 7.11.2. The on-site team shall NOT be changed without prior approval from Bank and adequate notice (minimum 30 days' Notice) should be provided by the bidder. Any resigned resource of on-site team should not be relieved before giving suitable replacement, handover and serving required notice period.
- 7.11.3. The replacement resource should have same qualification, experience and certification criteria as specified above. The resource should be trained by the bidder/OEM for a period of at least 15 days on all the in-scope technologies before deploying on-site. Further, the bidder has to introduce the resource via formal communication on company letterhead along with copies of qualification, experience, certifications and biodata. On receipt of the information, the bank would conduct interview of the resources before finalizing. The bidder has to deploy the resource based on the acceptance by the bank. The bidder has

to carry out background check and police verification of the resource(s) and submit the reports within 3 months from the date of joining of the resource at banks site.

7.12. Audit Observations and Compliance

- 7.12.1. Bank is subjected to various audits [internal / statutory / RBI /ISO etc.]. The shortlisted bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the shortlisted bidder to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by shortlisted bidder shall attract liquidated damages.
- 7.12.2. The shortlisted bidder in consultation with bank personnel, to provide compliance to various audits observations like ISO 27001:2013, RBI, IS Audit, VAPT etc., intimated by the bank, in respect to the solutions under preview.
- 7.12.3. Post installation of Solution with all its component including OS, VA & PT (Vulnerability Assessment & Penetration Testing) shall be conducted, and report will be provided by Bank to bidder. All findings/issues pointed out in the report to be complied/fixed. Moreover, periodic review audit of the database and application is conducted by Information Security and other authorities on the installed components, and its report including VAPT Reports to be complied by bidder/OEM within the timelines, during the entire period of contract.
- Further, during the period of contract, VAPT will be periodically carried out by the Bank through external vendor. The observations/findings of the same needs to be closed by the bidder within the timelines.
- 7.12.4. The bidder is responsible for timely closure of observations related to internal audits, external and third-party audits, vulnerability assessment etc., enabling Bank to provide timely compliance.
- 7.12.5. No additional cost whatsoever would be paid to the bidder by the Bank.

7.13. Project Monitoring Committee

- 7.13.1. A Project Monitoring Committee (PMC) would be formed with representatives of SIDBI and / or outsourcing partner and Project Manager & other higher authorities from shortlisted bidder side.
- 7.13.2. The role and responsibility of the Committee would be to discuss the progress, resolve all the issues during designing / implementation / Commissioning / Acceptance etc.
- 7.13.3. The PMC would meet on weekly basis to review the progress of project till acceptance of all the solution is completed.

7.14. Review Meetings during Operation Phase

7.14.1. Monthly Review

- 1 Monthly during first week of every month, throughout the period of contract. The bidder to proactively schedule the meeting and submit the details for the meeting at least one day in advance.
- 2 The review meetings are to be attended by Account Manager, Technical Service Manager and Senior Management of the bidder. Minutes to be submitted within 5 working days.
- 3 Discuss on the performance of the solution (including technical resources performance), issues, continual improvements etc.

7.14.2. Annual Review

The Bank will also carry out annual review of the contract to ascertain the financial stability of the bidder in addition to the performance and service reliability. The bidder shall be required to submit the audited balance sheet and CA certificate for respective FYs. In case the review falls middle of FY, the bidder to submit unaudited balance sheet and CA certificate.

7.14.3. All review meetings will be held with SIDBI team. Currently, team is located at Chennai Office. However, Bank may during the period of contract may relocate SIDBI team to any other location in India.

7.14.4. No additional cost whatsoever would be paid by Bank to the bidder for attending the review meetings.

7.15. Continual Improvements

7.15.1. The Bidder is expected to improve the operations on an on-going basis.

7.15.2. The Bidder is expected to provide a quarterly report of the new improvements suggested, action plans, and the status of these Improvements to the SIDBI.

7.15.3. Improvement areas could include process changes/ training resulting in efficiency/ SLA improvement / fine tuning of policies/rules etc.

7.16. Training

7.16.1. The Bidders shall provide professional training by OEM or its Certified Training partner to the identified Bank personnel / team, minimum 6 in number on each solution supplied as part of this RFP. The training shall be given during pre-implementation and post-implementation in batches.

7.16.2. The pre-implementation should be completed prior to delivery & implementation of solutions and the post-implementation training after Phase-1 signoff. Pre-implementation training should include solution architecture, features & functionality etc., which would assist the Bank personnel/team during deployment.

7.16.3. Post-implementation training should include deployed architecture, basic & advanced administration as per official curriculum of OEM for each solution. The related certificate should also be awarded to the trainees who undergo the post implementation training for each solution. Post implementation training to be completed before phase-2 signoff.

7.16.4. The bidder also to arrange for Introduction to Oracle database security training by database (Oracle) OEM or its certified/authorised partner for 6 Bank personnel / team, post Phase-2 signoff. The training should be as per official curriculum of database (Oracle) OEM.

7.16.5. The training will be arranged by the vendor/OEM in their premises at the cost of the bidder. All expenses related to training shall be borne by the selected bidder except lodging, boarding and travelling expenses of the Bank staff within India.

7.16.6. The bidder shall provide comprehensive training manual, lecture notes, lab facility, handouts and other training documentation during both the phases of trainings.

7.16.7. In addition to the above technical trainings, the bidder has to provide end-user training videos (user level training) for endpoint related solutions (APM, MFA & EPE).

7.17. Shifting of DC and/or DR

7.17.1. The Bank at its discretion, reserves the right to shift the equipment (the solution) to a new location during the contract period during relocation of DC and / or DR depending upon its operational requirement.

- 7.17.2. The SoW of bidder involves de-installation at old location and installation, commissioning and support at new location.
- 7.17.3. The bank would place order with the shortlisted bidder as per the contracted rate for this activity. No additional cost whatsoever would be paid by the bank.
- 7.17.4. Packing, transportation and insurance of the solution components being shifted to new location, would be arranged by the bank.

7.18. User Acceptance Testing

- 7.18.1. The Bank will conduct acceptance test (UAT) before accepting each solution supplied under this project. In the acceptance test, the solution should be completely operational, the solution should comply with its respective technical specification, and the solution should integrate with the applicable devices / systems available with the Bank. The Bank may engage the services of the external consultant to conduct the User Acceptance Test.
- 7.18.2. The Bank shall commence the UAT as and when each solution and services are made ready by the Bidder and a formal confirmation that the system is ready for UAT is submitted to the bank. The results thereafter will be jointly analyzed by all concerned parties.
- 7.18.3. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective solutions.
- 7.18.4. UAT test cases will be mutually decided by the shortlisted bidder and the Bank. Further, UAT testing has to be completed as per the timelines defined in the RfP.
- 7.18.5. The Bidder is expected to make all necessary modifications to solutions including customizations, interfaces, appliances, software etc. If there are performance issues and errors identified by the Bank. These deviations/ discrepancies/ errors observed will have to be resolved by the Bidder immediately.
- 7.18.6. In the event of hardware /software/solution failing to pass the UAT, a period not exceeding 30 days will be given to rectify/cure the defects and clear the UAT, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made to the bidder by the bank along with interest.
- 7.18.7. On successful completion of UAT, the Bank will provide the sign-off for phase-1 and accept the solutions.
- 7.18.8. The tenure of contract, including warranty/ATS/AMS for the solutions will commence after acceptance of the solution by the Bank. In case of discrepancy in facilities /services provided, the Bank reserves the right to cancel the entire contract.

7.19. Responsibility of Bank

- 7.19.1. Make available site for installation with UPS power, rack space, internal cabling.
- 7.19.2. Provide access permissions for the bidder's engineers to work at DC & DR after complying with security requirements, rules & guidelines of the co-located service provider.
- 7.19.3. Provide details of contact person at the location/office who would be coordinating with the vendor during installation/PM/troubleshooting etc.
- 7.19.4. Providing details of servers, endpoints, databases, operating systems at DC and DR which are to be integrated with the solutions.
- 7.19.5. Providing downtime for installation / preventive maintenance of equipment. The vendor should communicate at least one week in advance, the proposed date for preventive maintenance etc., based on which downtime would be obtained from the locations/offices.

7.19.6. Providing necessary sitting space with telephone (landline), power facility to the on-site engineers.



8. Solutions Functional Requirements

The solutions functional requirements are as under and for complete technical specifications may refer to respective solution section of Technical bid:

8.1. File Integrity Monitoring

- 8.1.1. Objective - The bank intends to implement FIM to examine all the changes in a system, compares them against the predefined baseline, and alerts the management for person in charge if it notices any unexpected changes. This would assist the organization to detect any change that may pose a security risk, a probable cyber-attack, or a compromise in regulatory compliance.
- 8.1.2. The selected bidder has to install and commission the solution on servers, integrate with Bank's SIEM and other security tools. Implementation of FIM should conform to Industry best practices such as ISO27001 standards, CIS, PCI DSS, Regulatory guidelines and Bank's Information Security policy. Bank has defined Information security policy which is based on RBI guidelines, ISO 27001 standards and Industry best practices. The same would be shared to the shortlisted bidder.
- 8.1.3. Baselineing - The selected bidder shall define security baseline and configure FIM solution as per the defined baseline. The bank should be able to create a recommended baseline configuration as per standards such as CIS, PCI DSS etc. The solution should help the Bank identify the gaps in its current configuration state against standards such as CIS PCI DSS, ISO 27001 etc. The solution should be able to display a baseline versus current configuration comparison to automatically detect discrepancies caused by change.
- 8.1.4. Customized Applications / Devices - the FIM solution should support multiple Operating system platforms, multiple file types for integrity monitoring. In case of any non-supportive platform/ file type/ applications /devices, shortlisted Bidder shall develop the customized agents for integration of such Operating system/file types, without any additional cost to the bank.
- 8.1.5. Event Viewer / Incident Management - the FIM Solution should be configured with web based and/or thick client-based facility to view security events and File integrity posture of the Bank's in-scope environment. Solution should have drill down capability to view deep inside the alert and analyse the attack pattern. Dashboard should have filtering capability to view events based on various criteria like location, device type, attack type etc. The Dashboard should have Role based as well as Discretionary access control facility to restrict access to incidents based on user security clearance level. The solution should be configured to provide various reports based on user configurable parameters and standard compliance reports like PCI-DSS, ISO27001, CIS, SOX, IT Act and regulatory reports. Selected bidder will customize incident management/dashboard/reports for the Bank.
- 8.1.6. Integration - FIM should be integrated with SIEM for log correlation, PIM for administrative access, Ticket Management tool or any other monitoring tool. Further, tool also to be integrated with other security tools, if decided by the Bank.
- Configuration of the monitored devices will be out of scope of the vendor. However, vendor will have to submit detailed commands/guidelines for integration of the in-scope monitored systems and provide onsite assistance while installing the agent in monitored devices.
- 8.1.7. The FIM solution should:
- 1 Track files (configuration and executables files), registry access, directory, movement & shares in real time, file and directory indexes, system binaries,

permissions etc. Any unauthorized change or movement of file/directory from one location to another location.

- 2 Identify unwarranted file changes and alert. Unusual changes in file sizes, versions and file configuration.
- 3 FIM solution shall provide information such as the chain of events that caused the change, who did the change and when the change was done etc.
- 4 The FIM solution shall be using wide variety of cryptographic generation algorithms so as to detect evasion through signature weaknesses. The FIM shall be capable of identifying grouping of servers based on service and applying same policy. These servers may have different OS and different applications running on it.

8.1.8. The solution should comply the minimum technical specification given in **Annexure -XV** (Technical Bid) and the same should be configured in the bank environment.

8.2. Database Activity Monitoring

- 8.2.1. Objective - The Databases are the repositories of electronic data and the bank is highly dependent on the proper use and protection of the contents of their databases. Bank being the owner of the data assets, it is required to have a clear visibility and control on the activities relating to the databases. Hence, to achieve the objective and enhance forensic capability, the bank had decided to implement Database Activity Monitoring (DAM) solution.
- 8.2.2. Integration - Bank's all production databases at DC are to be integrated to DAM as per requirement in RFP without any limitation on the number of applications. The bidder should carry out integration of new databases whenever required by the bank, without any additional cost to the bank.
- 8.2.3. Proposed DAM solution should not violate Bank's entitlement vis-à-vis Oracle Licensing policy in any way.
- 8.2.4. When scaling the solution, the solution must support a scale-out approach by having only to add more gateways as needed.
- 8.2.5. For monitoring DBA activities, an agent shall be deployed on database servers and there shall be only one agent for monitoring DB activities including local DB traffic and the network DB traffic.
- 8.2.6. Agent shall support different OS versions Windows, UNIX, Linux and their different flavors.
- 8.2.7. The proposed DAM solution should be able to provide the following minimum features:
 - 1 Creation of an inventory through auto discovery of all databases and database users, deployed across the enterprise.
 - 2 Discovery of vulnerabilities, missing patches.
 - 3 Creation of policies/rules for enforcing access control and proper rights management on databases.
 - 4 Monitoring access to databases, database activities, blocking unauthorized access / activities and segregation of duties.
 - 5 Reporting of deviations to the policies and access control.
 - 6 Virtual patching of database for known missing patches.
 - 7 Help enhance forensic capability along with supporting solutions, if any available with the Bank.

8 Complying with relevant regulatory guidelines, such as RBI, ISO 27001, CIS, PCI-DSS etc.

8.2.8. The solution should comply the minimum technical specification given in **Annexure -XV** (Technical Bid) and the same should be configured in the bank environment.

8.3. EndPoint Encryption

8.3.1. Objective - The bank intends to strengthen the security posture of its endpoints. In this regard, it is proposed to procure endpoint encryption solution for all its endpoints and file servers.

8.3.2. The endpoint encryption solution should support:

- 1 Full Disk Encryption (Drive Encryption)
- 2 File and Folder Encryption (FFE)
- 3 Removable Media Encryption (RME) and
- 4 File Server

8.3.3. The proposed EPE solution should be able to provide the following minimum features:

1. The Solution should be able to encrypt files/folders on Desktops, mobile Laptops, network drives and external removable media (USB drives) with sector-based encryption. The solution should support SSD drives and multi drives also.
2. The solution should support 32 and 64-bit Windows7/ Windows 8/ Windows 8.1/Windows 10 and Mac OS X support - Ability to support MAC OS.
3. Encryption should be Sector based encryption i.e., every byte of data is encrypted including temp, paging, deleted files, and the Windows registry.
4. Integrated with AD for domain user information.
5. Provide self-service portal to the users for recovery of lost credentials without intervention of administrator. The same should be available for users whether they are connected over local LAN/WAN or remotely.
6. Solution should work in offline mode when user cannot connect to the domain/network.
7. Deployment of management policies on the fly and replicated almost immediately to the encrypted workstations.

8.3.4. Bidder will ensure a central helpdesk resource to handle Disk Encryption/Decryption Tasks and further technical/operational support to user issues on ongoing basis. Bidder will maintain the record of encrypted/non-encrypted endpoints and ensure compliance.

8.3.5. The solution should comply the minimum technical specification given in **Annexure -XV** (Technical Bid) and the same should be configured in the bank environment.

8.4. Multifactor Authentication

8.4.1. Objective - The objective of the RFP is to strengthen the overall information security posture with Multifactor Authentication Solution working in tandem with the deployed Active Directory (AD)/LDAP etc., infrastructure.

8.4.2. Currently, the bank does not have solution such as IDAM. However, the same would be implemented during the period of current contract and the bidders proposed solution should support major IDAM solutions available in the market as on date.

8.4.3. The Solution Should support Soft, Hard, SMS, email, App tokens, push notifications, on-demand Short Message Service (SMS) authentication or more from day one. The bank should be able to use any combination of tokens based on grouping of users.

- 8.4.4. The bidder should integrate the solution with multiple Operating systems like Windows, Linux, Mac, Mobile OS such as Windows, Android, iOS etc.
- 8.4.5. The bank proposes to use initially App. based tokens for all users and SMS based for those users who does not have smartphone. However, during the period of contract, the bank may use hardware-based token. The solution proposed by the bidder should support hardware-based tokens which are OATH compliant from day one. The bank would procure and integrate hardware-based tokens with the solution as and required due to its operational requirements.
- 8.4.6. Integration - Integrate the Authenticator with the back-end user repository which can be LDAP, AD, TDS, Radius, Citrix Gateway, Microsoft Azure Active Directory etc. to fetch the user credential from there.
- Integrate the Authenticator with the Office 365 (SaaS based), Citrix Gateway, NAC, AD, internal application (during period of contract) where two factor Authentication need to be enabled for the internal users to access that application. The integration would be carried out based on the features available with the proposed products.
- In addition to the above, some of the applications of the Bank uses local authentication defined in the application itself for which APIs or integration method(s) to be provided.
- 8.4.7. There may be requirement to bypass MFA authentication for some of the users. The bidder to configure the solution for such type of exceptions.
- 8.4.8. The proposed solution should be able to support and seamlessly integrate with any Fraud Management and Risk-based authentication solution if Bank opts to deploy in the future. No additional cost whatsoever would be paid by the Bank for integration. Currently, the Bank does not have such type of solutions implemented. However, during the period of contract the Bank may procure and implement such solutions.
- 8.4.9. The solution should have User self-servicing and password management to allow users to manage their own registrations and passwords without administrator intervention. The access to the portal should be configured for access to internal and remote users.
- 8.4.10. The solution should comply the minimum technical specification given in **Annexure -XV** (Technical Bid) and the same should be configured in the bank environment.

8.5. Asset and Patch Management

- 8.5.1. Objective - Bank intends to implement enterprise wide IT Asset Management from procurement to salvage through single Configuration Management Database (CMDB) including patch management solution for real time tracking and management of all its IT Assets (including servers) and patching and software asset management. **All the components should be in integrated form from same OEM.**
- 8.5.2. The solution should manage both hardware and software installed across the banks network. The solution should provide ongoing IT inventory management, IT Asset Management (ITAM), Software Asset Management (SAM), Software Distribution, Service Desk Management, Patch Management, USB management, Remote Desktop management etc., remote problem troubleshooting & diagnosis, self-portal for users to download and use whitelisted applications /patches etc., with robust reporting and alerting for Windows, Linux etc.
- 8.5.3. The bidder should integrate with Active Directory /LDAP to align software deployment within the bank's organisation structure and user schedules. Further, the solution should be integrated with NAC for remediation with respect to patching.
- 8.5.4. The solution should provide end users with self-service portal where they can access a flexible knowledge base for self-help, locate hardware and software inventory information for their systems, install IT-sanctioned software packages, and submit and view the status of their support tickets. They can also follow IT-generated links to other self-service tools

such as Password Manager, for completing self-service password management tasks. Secure user authentication should be provided via integration with Active Directory/LDAP, while single sign-on allowing users to easily and seamlessly access the user self-service portal with their corporate logon credentials for internal and remote users.

8.5.5. The patch management module of the solution should:

- 1 Assess—the solution shall continuously monitor and report endpoint state, including patch levels, to a management server. The solution shall also compare endpoint compliance against defined policies, such as mandatory patch levels as well as newly released patches.
- 2 Remediate—the solution shall be able to quickly create a report showing which endpoints need updates and then distribute those updates to the endpoints within minutes.
- 3 Confirm— once a patch is deployed, the solution shall automatically reassess the endpoint status to confirm successful installation and immediately updates the management server in real time. The operators shall be able to watch the patch deployment process in real time via a centralized management console to receive installation confirmation within minutes of initiating the patch process.
- 4 Enforce—the solution shall provide continuous endpoint enforcement and ensures that endpoints remain updated. If a patch is uninstalled for any reason, the solution shall automatically reapply it to the endpoint as needed.
- 5 Report—the solution shall provide web reporting capabilities to allow endusers, administrators, executives, management and others to view dashboards and receive up- to-the-minute reports. Dashboards and reports shall indicate which patches were deployed, when they were deployed, who deployed them, and to which endpoints. The dashboards shall also show patch management progress in real time. The solution shall provide report of Last patch compliance status(Latest applied patches) of the managed assets or endpoints (Desktops, Laptops, Servers).
- 6 Alert: The solution shall provide alert whenever particular patch is removed or uninstalled from any machine integrated with patch management solution

8.5.6. IT Assets shall include (but not limited to):

- 1 Servers - Servers (physical & virtual with O/s Windows, Linux, HPUX etc)
- 2 Desktops/Laptops
- 3 Mobile Devices (Phones/Tablets)
- 4 Other Networked Devices (Printers, Cameras, Other Peripherals)
- 5 Software & applications
- 6 Non-Networking Devices & Peripherals
- 7 Other Assets as identified

8.5.7. Management of the IT Assets shall include the following:

(i) Asset Discovery (ii) Asset Onboarding (iii) Asset Tagging (iv) Asset Inventory (v) Contract Management (vi) Software and License Management (vii) Life Cycle Management (viii) Remote Desktop (ix) USB Management (x) Patch Management (xi) Reporting and Dashboard and (xii) Service Desk

8.5.8. **Service Desk** (applicable for bidders who does not want to use Bank's existing SM tool (HP-SM ver 9.40))

- 1 The bidder should provide and manage end users help desk which should be integrated with IT asset management (ITAM), configuration management, end user support, reporting, and alert capabilities. The service desk should provide automation of repetitive tasks and incident management (e.g. ticketing) capabilities.
- 2 The solution should utilize the configuration management database (CMDB), which should help desk administrators to provide remote support, distribution of software update, patch deployment and auditing of compliance etc.
- 3 The service desk should be customizable for:
 - a) SLA management
 - b) Workflow management
 - c) Escalation
 - d) Email notifications
 - e) Creation of process for standard, repeatable tasks, which should include multiple interdependent activities which may have defined sequence and requires approvals at multiple levels:
 - (i) Onboarding of new employees (domain id request), request and approval
 - (ii) USB access requests from end users and approvals
 - (iii) Internet access requests from end users and approvals etc.
- 4 The solution should support queue-based ticketing systems for incidents and process. The assignment of tickets should be automated based on hierarchical categories or manually assigned, and escalation notifications can be set to generate email alerts if tickets are not promptly addressed. Tickets can also be set up with parent-child relationships to automate closure of dependent tickets and add structure to related tasks that must be completed prior to closure of ticket.
- 5 The solution should track ongoing service processes and reports changes in ticket status to appropriate parties. The solution should support detailed reports to track help desk performance and responsiveness, including the granular ability to define and track resolution timeframes. The solution should have pre-defined reports and should have custom report wizard make it easy to assess compliance with service level agreements (SLAs) and overall service desk workload. Service desk tickets can also be archived for compliance-audit and other purposes. The end result is improved help desk management for SLAs and reporting, as well as increased user satisfaction.
- 6 The service desk should provide remote control capabilities to help you resolve issues without initiating a desk-side visit.
- 7 The solution should provide end users with self-service portal where they can access a flexible knowledge base for self-help, locate hardware and software inventory information for their systems, install IT-sanctioned software packages, and submit and view the status of their support tickets. They can also follow IT-generated links to other self-service tools such as Password Manager, for completing self-service password management tasks. Secure user authentication should be provided via integration with Active Directory/LDAP, while single sign-on allowing users to easily and seamlessly access the user self-service portal with their corporate logon credentials.
- 8 The Service Desk should be integrated with OEM provided mobile App for Android and iOS devices, to enable end users to review and respond in real-time to service desk notifications and submit service desk tickets etc.
- 9 The licensing of the tool should be provisioned in such a way that :

- a) All 1500 self-service users of the Bank are able to log the tickets manually and monitor their progress.
- b) 20 help desk agents / analyst users are able to concurrently manage the service desk calls/tickets, SLA and other functionalities.
- c) This tool will be used by the Bank for all service desk purposes in future.

8.5.9. The solution should comply the minimum technical specification given in **Annexure -XV** (Technical Bid) and the same should be configured in the bank environment.



9. Special Terms and Conditions

9.1. Period of Contract

- 9.1.1. The period of contract would be:
1. One (1) year warranty and
 2. Four (4) years AMC/ATS as per the contracted rate.
- 9.1.2. Post completion of the contract/ or in the event of early termination, the bidder is expected to provide support for transition of the services to the nominated members of the bank (or) to a third party nominated by the bank for a period of 6 months.
- 9.1.3. The bank reserves the right to extend the contract, if required by bank, for additional period of 1 year beyond the contractual period of five years under same terms and conditions.

9.2. Implementation Phases and Timelines

9.2.1. Implementation Phases

All hardware, software and other components supplied under the scope must be implemented as per project timeline defined for each phase. The deployment of agents on Implementation of various solutions should be carried out in phased manner as detailed in below sections.

1 Phase-1

- a) Project Kick-Off
 - (i) The project Kick-Off should be within four weeks from the date of Purchase Order.
 - (ii) The kickoff meeting for each solution shall be convened along with OEM of respective solution and Bank Team.
 - (iii) The implementation Project Manager shall submit the project rollout plan of the solution after vetting/validation of the same by the OEM and also present the same in kickoff meeting with Bank.
- b) Submission of detailed implementation and integration documents acceptable to the Bank for all solutions. Refer **section 7.6** of RfP. Providing pre-implementation training.
- c) Delivery of all the hardware, software, databases etc., installation, integration and carrying out UAT, Commissioning and signoff.
- d) UAT signoff criteria for **Phase-1** would be as under:

| S.N. | Solution | Criteria |
|------|----------|--|
| 1 | FIM | Installation and Integration of 50 servers in DC and 25 servers in DR, across Windows, Linux and Unix platforms. |
| 2 | DAM | Installation and Integration of all production databases. |
| 3 | EPE | Installation and Integration of 300 endpoints. |
| 4 | MFA | Installation and Integration with AD, TDS and Citrix Gateway. |
| 5 | APM | Installation and Integration of 500 agent based and 100 agentless endpoints/devices across various branches. |

2 Phase-2

In phase-2 the following servers and endpoints are to be integrated within timelines as specified in RfP from phase-2 sign-off.

| S.N. | Solution | Criteria |
|------|----------|---|
| 1 | FIM | Installation and Integration of remaining servers in DC (100) and DR (50) across Windows, Linux and Unix platforms. |
| 2 | EPE | Installation and Integration of 600 endpoints. |
| 3 | APM | Installation and Integration of 750 agent based and 200 agentless endpoints/devices across various branches. |

3 Phase-3

In phase-3 the following number of endpoints are to be integrated within timelines as specified in RfP from phase-3 sign-off.

| S.N. | Solution | Criteria |
|------|----------|--|
| 1 | EPE | Installation and Integration of 600 endpoints. |
| 2 | APM | Installation and Integration of 750 agent based and 200 agentless endpoints/devices across various branches. |

9.2.2. Implementation Timelines

The implementation timelines would be from the date of placing purchase order with the shortlisted bidder and the schedule would be as under:

| S.N. | Activity | Time Period for Completion |
|-----------|---|--|
| A. | Phase-1 | |
| 1 | Project Kick-off | Four (4) weeks from the date of Purchase Order. |
| 2 | Submission of implementation and integration documents for all the solutions. | Five (5) weeks from the date of Purchase Order. |
| 3 | Pre-Implementation Training. | |
| 4 | Delivery of Hardware, Software, databases and other components forming the solutions. | Six (6) weeks from the date of Purchase Order. |
| 5 | Installation, configuration, Integration, Commissioning and completion of UAT of the solutions & Signoff for Phase-1. | Six (6) weeks after delivery. |
| B. | Phase-2 | |
| 6 | Integration of servers/ endpoints as defined in clause and post-implementation training & Introduction to Oracle database security. | Four (4) weeks from the date of Phase-1 signoff. |
| C. | Phase-3 | |
| 7 | Integration of remaining endpoints. | Four (4) weeks from the date of Phase-2 signoff. |

9.3. Service Level Agreement

9.3.1. SLA Definitions

- 1 “Availability” or “uptime” means the time for which the services and facilities are available for conducting operations on the bank system including application and associated infrastructure.
- 2 Availability/uptime is defined as (%) = $(\text{Operation Hours} - \text{Downtime}) * 100\% / (\text{Operation Hours})$

- 3 All the infrastructure of Datacentre, Disaster Recovery site, will be supported on 24x7 basis.
- 4 Working hours are from 9am to 9pm from Monday to Saturday.
- 5 The “Operation Hours” for a given time frame are calculated after deducting the planned downtime from “Operation Hours”. The Operation Hours will be taken on 24x7 basis, for the purpose of calculating Service Level compliance i.e. availability and performance measurements both.
- 6 “Downtime” is the actual duration for which the system was not able to service the bank or the Clients of the bank, due to System or Infrastructure failure as defined by the bank and agreed by the Bidder.
- 7 “Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of the bank.
- 8 “Incident” refers to any event / abnormalities in the functioning of any of IT Equipment/ Services under the purview of this RfP that may lead to disruption in normal operations of the Data Centre, System, endpoints or Application services.
- 9 The SLA specifies the expected levels of service to be provided by the Bidder to the Bank. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying LD.
- 10 The Liquidated Damages shall be deducted from the payments (including quarterly resource cost) due to the shortlisted bidder, in case the LD charges exceed the overall payment due to the service provider in such case bank reserves the right to call for payment from the bidder or invoke the performance security submitted by the shortlisted bidder.
- 11 Payments to the Bidder are linked to the compliance with the SLA metrics.

9.3.2. SLA Interpretation & General Instructions

- 1 Typical Resolution time will be applicable if systems/components are not available to the Bank’s users.
- 2 The SLA parameters shall be monitored on a monthly basis for the entire contract duration (both the warranty and AMC/ATS period) as per the individual SLA parameter requirements. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the LD clause.
- 3 A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.
- 4 Quarterly SLAs would be analysed. However, there would be month wise SLAs and all SLA targets have to be met on a monthly basis.
- 5 Month-wise “Availability and Performance Report” will be submitted by the Bidder for every quarter in the format suggested by Bank and a review shall be conducted based on this report. Availability and Performance Report provided to the bank shall contain the summary of all incidents reported and associated performance measurement for the respective period
- 6 **Total Cost Ownership (TCO) or Contract Value or Total Contract Value (TCV) = Total Cost Quoted in Annexure-XVI, Part-IV of Commercial Bid.**
- 7 **Total Contract Value during Warranty (TCVW) =**
 [(Annexure-XVI, Part-I: Total Cost (Table-4) of Commercial bid) + (Annexure-IV, Part-III: Total Resource Cost of commercial bid) /5].

8 Total Annual Contract value during AMC & ATS (TCVA) =

$[(\text{Annexure-XVI, Part-II: Total Cost (Table-4) of commercial bid} / 4) + (\text{Annexure-XVI, Part-III: Total Resource Cost of commercial bid} / 5)]$.

9 Respective Solution Cost (RSC)

- Total cost for respective solution as mentioned in Annexure -XVI, Part-I, Table-1 of commercial bid.
- RSC will be used for LD calculation for default during Phase-2 & Phase-3 implementation and integration only.

10 Monthly Contract Value (MCV)

- During Warranty (first year of contract period) will be $\text{TCVW} / 12$.
- During AMC (second to fifth year of the contract period) will be $\text{TCVA} / 12$.
Divided by 12 is used to arrive at monthly value.

11 Total Contract Value of Respective Solution

Total Annual Contract Value during Warranty for Respective Solution (TCVWR) =

(Total cost of respective solution with one year warranty (Annexure -XVI, Part-I, Table-1 of commercial bid)) + (Total cost of hardware with 1 year warranty (Annexure -XVI, Part-I, Table-2 of commercial bid)) + ((Total 5 years' contract value for resource cost mentioned in Annexure-XVI, Part-III of Commercial Bid) / 5)

12 Total Annual Contract value during AMC for Respective Solution (TCVAR) =

(Total 4 years' ATS cost of respective solution (Annexure -XVI, Part-II, Table-1) / 4) + (Total 4 years' AMC cost of hardware (Annexure -XVI, Part-II, Table-2) / 4) + (Total 5 years' resource cost (Annexure -XVI, Part-III) / 5)

13 Monthly Contract Value for Respective Solution (MCVR)

- Monthly contract value of respective solution during Warranty = $\text{TCVWR}/12$.
- Monthly contract value of respective solution during AMC/ATS = $\text{TCVAR}/12$.

9.3.3. Categorization of Severity Levels

- The categorization of severity levels is as under:

| S.N. | Category | Details |
|------|----------|---|
| 1 | High | <p>High severity events are those, where the systems under the scope are not functioning, resulting in loss of Bank's business operations and productivity, and severely impacting the production systems.</p> <ul style="list-style-type: none"> Bank's production systems (part or all of servers and/or databases at DC/ DR) are not accessible due to issues caused by the solutions. All users (50% of total users and above) not able to use the endpoint due to encryption or authentication issues. Critical security patches not intimated on time and in case of endpoints not implemented on time. Hardware utilisation more than 70%. |

| S.N. | Category | Details |
|------|----------|--|
| 2 | Medium | <p>Medium severity events are those, where the systems under the scope are functioning but in a severely reduced capacity. This situation is causing significant impact to portion of the Bank's business operations and productivity. The system is exposed to potential loss or interruption of service.</p> <ul style="list-style-type: none"> Subset (less than 50% of total users) of users not able to use the endpoint due to encryption or authentication issues. Non-deployment of agents and integration with respective solution on new systems and for systems due to formatting / reinstallation from the time of intimation. |
| 3 | Low | <p>All incidents / problems reported which are not covered under High and Medium are considered as Low Severity Level.</p> <p>Low Priority/ Operational Incidents need to be logged and maintained for reference. An incident ticket need not be raised for such incidents. However, these need to be included in the daily reports.</p> |

- 2 All critical/security patches must be notified to the bank immediately on release and other patches within a week of notification by the respective OEM.
- 3 In case of:
 - a) Endpoints - installation of patches in UAT environment after bank approvals, testing and thereafter implementing on all the endpoints.
 - b) Servers - the scope of bidder would be only notification of the patches released by respective OEMs, coordination with server teams in updation and resolving issues faced by the sever teams during implementation / testing / rollback and submission of final status report.
- 4 All incidences should be logged as incident tickets and responded as per SLAs mentioned in this chapter. Incident along with action plan/ mitigation steps should be provided to designated Bank personnel / team.

9.4. Liquidated Damages

9.4.1. Liquidated Damages during Implementation Phase

- 1 The bidder is expected to deliver and install all the security solutions as per the timelines mentioned in Implementation Timelines as specified in **Section 9.2.2** of the RfP.
- 2 **Delay in delivery**
 - a) The delivery of hardware, software, operating systems, virtualization software and all the security solutions should be completed within the period as mentioned in the **Section 9.2.2**.
 - b) If the vendor fails to deliver the solutions including solution with licenses, hardware, databases, virtualization software, operating systems, storage etc., are not delivered as per schedule, LD at the rate of 0.5% of the **TCO** for every week's delay or part thereof, subject to a maximum of 5% of the **TCO** will be imposed by the bank.
 - c) In case the delay exceeds TEN weeks, the bank reserves the right to cancel the purchase order in full. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.

- d) If orders are cancelled due to non-delivery, the Bank reserves the right to debar the vendor for participating in any future tender floated by the Bank for a period of 3 years and encash the PBG.

3 Delay in Installation, Integration & Commissioning

- a) The installation, integration and commissioning of all the security solutions should be completed within the period as mentioned in the **Section 9.2.2**.
- b) In case of delay in installation, implementation, integration and commissioning beyond the specified timelines, LD imposed by the bank would be as under:

| Phase | LD Rate |
|----------|---|
| Phase -1 | 0.5% of the TCO for every week's delay or part thereof, subject maximum of 5% of TCO . |
| Phase-2 | 0.5% of RSC for every week's delay or part thereof, subject maximum of 5% of RSC will be imposed by the bank. |
| Phase-3 | 0.5% of RSC for every week's delay or part thereof, subject maximum of 5% of RSC will be imposed by the bank. |

4 Liquidated Damages Cap during Implementation Phase

The maximum LD during the implementation phase shall be capped to **10% of the TCO**.

9.4.2. Liquidated Damages During Operation Phase

- 1 The LD that would be charged during operational phase are:

| Service Area | Service Level | Liquidated Damages |
|---|--|---|
| Availability Management | | |
| Uptime of individual solution including centralized monitoring tool | Uptime % shall be calculated on monthly basis for each solution. | |
| | 99.5% monthly uptime and above. | Nil |
| | Less than 99.5% | 1% of MCVR for the solution for every reduction in uptime by 1%, subject to maximum of 10% of the MCVR of the solution. |
| Note: | | |
| In case of hardware failure, since all the corresponding solutions hosted on the respective hardware items will also be down, LD will be calculated for all the solutions separately and charged. | | |
| Incident Management | | |
| Incidence Resolution | <p>1. High Incidence Response time 1 hour and resolution within 2 hours of the incident reporting.</p> <p>2. Medium Incidence Response time shall be 2 hours and Resolution time within 3 hours of the incident reporting.</p> | <p>LD chargeable on non-resolution of incidences would be:</p> <p>1. High Incidence Rs.2,000/- for every hour delay in resolution.</p> <p>2. Medium Incidence Rs.1,000/- for every hour delay in resolution</p> |

| Service Area | Service Level | Liquidated Damages |
|---|---|--|
| | 3. <u>Low Incidence</u> Response time shall be 4 hours and resolution time within 4 hours of the incident reporting. | 3. <u>Low Incidence</u> Rs.500/- for every hour delay in resolution. |
| Security and vulnerability Management | | |
| Version Upgrade Major/ Minor & regular patching for all Software & other components of the solution. | The Operations Team have to upgrade the version of all underlying software and components of the solution and carry out patching as per respective OEM recommendations on regular basis. Failure to comply with the above will attract LD. | The Major upgrade patches to be deployed within 4 weeks and minor & regular patches within 2 weeks after confirmation by the Bank. For breaches of version upgrade & patching – LD of Rs.500/- per day for delay in version upgrade / patching per day. |
| Compliance Management | | |
| Health Check of DAM solution by OEM. | Health check not conducted for DAM by the OEM representative once in a year. | LD of Rs.2,000/- will be charged for each defaulted month. |
| Compliance of RBI/ CERT-IN Advisories/ other regulatory advisory | Compliance by end date, as notified in the advisory. | Nil |
| | Delay after end date. | LD of Rs.100/- for each day delay in submission of compliance. |
| Resource Management | | |
| Resource Services | Resource should be present on site as per schedule given in SoW. | In case of absence of Resource: 1. L1 Resource LD of Rs.1,000/- per day of absence + No payment will be paid for the number of days absent. 2. L2 Resource LD of Rs.2,000/- per day of absence + No payment will be paid for the number of days absent. 3. L2 Resource LD of Rs.5,000/- per day of absence + No payment will be paid for the number of days absent. |

| Service Area | Service Level | Liquidated Damages |
|-----------------|--|--|
| | Replacement of Resources | Any delay in replacement of resource will attract LD of Rs.1,000/- per day. Further, no payment for the resource will be paid. |
| Review Meetings | To be held during first week of every month, throughout the period of contract. Minutes to be submitted within 5 working days. | Delay in monthly review meeting or submission of minutes – LD of Rs.1,000/- for each week delay. |

2 Liquidated Damages Cap during Operation Phase

The maximum monthly LD during the operation phase shall be capped to **10% of the MCV** of the respective month.

- In case shortlisted bidder fails to achieve compliance level of services in any two months in a quarter, SIDBI will reserve the right to re-look at the contract and redefine Service level agreement and LD clauses to safeguard its interest. However, if the shortlisted bidder does not agree for the revised SLA & LD, the Bank has the right to terminate the contract, encash the PBG and blacklist the vendor.
- Levy of LD is without prejudice to other rights and remedies available under this agreement.

9.4.3. Liquidated Damages Exclusions

- LD is not applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank or Force Majeure. The selected Bidder shall submit the proof authenticated by the Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.
- If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the Selected Bidder (sufficient evidence to be provided), then the Bank will continue with the contract without claiming any Liquidated Damage.

9.5. Terms of Payment

- The details of various components that would be considered for release of payment would as under:

| S.N. | Details | Commercial Bid Section |
|------|--------------------|---|
| 1 | Solution Cost | Annexure -XVI: Part-I "Solution Cost" of Commercial Bid Sum of Table-1 + Table-2 charges |
| 2 | AMC / ATS | Annexure -XVI: Part-II – "AMC/ATS for four years" of Commercial Bid Sum of Table-1 + Table-2 charges |
| 3 | Training Charges | Annexure -XVI: Part-I "Solution Cost" of Commercial Bid Cost quoted in Table -3 |
| 4 | Resource Cost | Annexure -XVI: Part -III "Resource Cost" of Commercial Bid |
| 5 | DAM health Checkup | Annexure -XVI: Part-II – "AMC/ATS for four years" of Commercial Bid Cost quoted in Table-3 |

9.5.2. Payment for Solution Cost

The payment towards cost of solution would be released as under:

| | |
|---|--|
| 1 | 60% of the Solution cost - on delivery of all solutions at respective locations, post verification and submission of delivery challan with invoice |
| 2 | 20% of the solution cost - Post successful completion of UAT, Phase-1 signoff and acceptance by the Bank and submission of back to back warranty, ATS/Support certificates from OEM and verification from OEM portal |
| 3 | 15% of the solution cost - Post Phase-2 signoff |
| 4 | 5% of the solution cost - Post Phase-3 signoff |

9.5.3. Payment for Trainings

- 1 40% of training charges post Phase-1 signoff.
- 2 60% of training charges post Phase-2 signoff.

9.5.4. Payment for Deployed Resources

Payment towards deployment of support resources (L1, L2 & L3) during the contract period will be divided into equal quarterly installments and will be payable to the Bidder quarterly in arrears on submission of invoice and other supporting documents. This will start from the date of acceptance of resource. Payment for last quarter of the contract period will be released only at the end of the contract period after adjusting LD, if any.

9.5.5. Payment during AMC/ATS

Payment during AMC/ATS will be released 100% in advance on submission of valid invoice along with back to back warranty/AMC/ATS certificates from respective OEM for all the components, including hardware, software, databases etc., & verification by the bank from OEM portal.

9.5.6. Payment for OEM Charges for Health Checkup of DAM Solution

Payment towards OEM charges for health checkup of DAM solution will be paid annually (from second year of contract onwards) throughout the period contract, on completion of the health checkup by the OEM and submission of its report along with its recommendations/suggestions. The bidder has to raise invoice for the same.

9.5.7. Payment for procurement of Rate Contracted items

100% on supply, installation and commissioning and submission of back-to-back warranty/ ATS certificate and submission of invoice.

9.5.8. Payment for shifting.

1. In case of shifting of DC and/or DR, the bidder would be paid two man days' cost of L2 resource, for each instance of shifting, which would be arrived as:

$$[(\text{cost of L2 resource per annum})/360] \times 2.$$

Cost of L2 resource per annum would be as quoted by the bidder in the commercial bid (Annexure-XVI, Part-III).
2. The payment would be released after completion of the activity (de-installation, installation and commissioning).
3. No additional cost whatsoever would be paid.

9.5.9. Payment of first installment will be released only after submission of Performance Bank Guarantee. In case of delay in commencing services, payment will be made on pro-rata basis for the services delivered after deducting applicable LD, if any.

- 9.5.10. Payment of any quarter will be made after deducting TDS/other taxes and applicable LD, if any. The LD towards default in any quarter will be deducted in subsequent quarter and for the last quarter of the contract, LD would be deducted from the amount payable for the last quarter.
- 9.5.11. In case of LD to be charged to bidder, Bank will intimate the amount of LD and bidder has to raise credit note/invoice in favor of the Bank. The amount payable would be net of debit and credit note / invoice.
- 9.5.12. All the payments to the bidder by the bank will be:
1. made in Indian Rupee only and Bidder will be required to furnish the applicable documentary proof as specified above while claiming the appropriate payment.
 2. released within **30** days from the date of receiving the undisputed invoice or from the date of receipt of credit note/invoice, if applicable, whichever is later.
 3. released electronically through RTGS/ NEFT. Hence, Bidder has to submit Bank Mandate Form, in the prescribed format given in RfP along with cancelled cheque in original with Minimum Eligibility bid.
- 9.5.13. On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
- 9.5.14. The Bank shall have the right to withhold any payment pertaining to the current contract, due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 9.5.15. **The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accept.**

9.6. Tax Deduction at Source

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract".

10. General Terms and Conditions

10.1. Definitions

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

- 10.1.1. “The Bank”, “SIDBI”, “Purchaser”, “Buyer” means Small Industries Development Bank of India (SIDBI);
- 10.1.2. “B/bidder”, “Vendor”, “VENDOR”, “Supplier”, “Service Provider”, “Seller” means the respondent to the RFP document.
- 10.1.3. “RFP”, “Tender”, “RfP”, “Bid document” means the ‘Request for Proposal document.
- 10.1.4. “Bid” may be referred to as ‘Offer’.
- 10.1.5. “The Contract” means the agreement entered into between the Bank, represented by its Head Office / MSME Development Centre / Chennai Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 10.1.6. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 10.1.7. “The Goods” means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 10.1.8. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance contract and other such obligations of the Supplier covered under the Purchase Contract;
- 10.1.9. “The Project Site” means DC, Mumbai, DR Site – Chennai and all other locations of Small Industries Development Bank of India.
- 10.1.10. “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 10.1.11. “Open Source or Copy-left license” shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.
- 10.1.12. “Root Cause Analysis” report shall mean a report addressing a problem or non-conformance, in order to get to the root cause of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

10.2. Use of Contract Documents and Information

The selected 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 Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

10.3. Subcontracting

- 10.3.1. The selected Bidder shall not subcontract or permit anyone other than its personnel or the OEM supplier or implementation partner of OEM during implementation, to perform any of the work, service or other performance required of the bidder under the contract.
- 10.3.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this RFP. The bank would intimate the shortlisted bidder in the event of happening of this events.

10.4. Change in Name of Bidding Company

Normally, the Order will be placed on the successful bidder as per the details given in this document. But, if there is any change in name/ address/ constitution of the bidding Firm/ Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/ Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank is final.

10.5. Taken / Brought over of Company

Subsequent to the order being placed with SIDBI, in the event of bidder or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

10.6. Governing language

- 10.6.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 10.6.2. The technical documentation involving detailed instruction for operation and maintenance, users' Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

10.7. Ownership of Delivered Services

- 10.7.1. The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services under the contract and be responsible for the services delivered. All the deliverables as per the scope of this PO will become the property of the Bank.
- 10.7.2. The Bank has the sole ownership of and the right to use, all data that may be in possession of the Bidder or its representative in the course of performing the services under the agreement that may be entered into. All documents, report, information, data etc. collected and prepared by Bidder in connection with the scope of work submitted to the bank will be property of the Bank. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by the bank for carrying out of any services with any third parties. Bidder shall not without the prior written consent of the bank be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

10.8. Responsibility for Completeness

- 10.8.1. The bidder shall ensure that the Solution provided [Hardware / Software / Appliance etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.

- 10.8.2. The bidder shall deliver, install the equipment and port the software, and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for liquidated damages levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 10.8.3. All tools, testing instruments, as required during all operations such as transport, installation, testing, commissioning maintenance during contract period, shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 10.8.4. The bidder shall supply along with each item all the related documents, Software Licenses and Other Items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 10.8.5. The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.
- 10.8.6. The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the Bank.
- 10.8.7. Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take.

10.9. Applicable laws

- 10.9.1. The Contract shall be interpreted in accordance with the laws prevalent in India.
- 10.9.2. **Compliance with all applicable laws** - The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.
- 10.9.3. **Compliance in obtaining approvals/ permissions/ licenses** - The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

10.9.4. **Compliance with Statutory and Regulatory Provisions** - It shall be the sole responsibility of the vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

10.10. Performance security

10.10.1. The successful Bidder shall provide an unconditional and irrevocable Performance Bank Guarantee (PBG) in the form and manner provided by the Bank equivalent to 10% of the Total Contract Value (TCV) from a scheduled commercial bank. The performance guarantee will be valid for the contract duration i.e., 5 years with additional 6 months towards invocation period.

10.10.2. The performance security is to be submitted within 21 days from the purchase order. On submission of PBG and accepted by the bank, EMD would be released. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.

10.10.3. The bidder will be required to provide an extension of Performance Bank Guarantee (PBG) covering the contract period within 21 days post the date of **Phase-1 signoff / acceptance** by the Bank.

10.10.4. In the event of non-performance of obligation or failure to meet terms of this PO / Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

10.10.5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

10.10.6. Time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

10.10.7. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due or if required.

10.11. Price

10.11.1. Prices quoted by the bidder should include GST, duties, levies, transportation costs, back to back support with OEM, OEM or its partner implementation costs, insurance costs, training etc., till the bid validity period.

It may be noted that Bank will not pay any amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the contracted price.

10.11.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

10.11.3. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods at respective sites including incidental services and commissioning.

- 10.11.4. While any increase in the rates of applicable taxes or impact of new taxes imposed by GoI, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to the bank in its favour. This will remain applicable throughout the contract period.
- 10.11.5. If the cost for any line item is indicated as zero, it will be assumed by the Bank that the said item is provided to the Bank at free of cost.
- 10.11.6. The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations. However, for the purpose of calculation Bank will take the corrected figures / cost.
- 10.11.7. **The AMC cost for hardware should be at-least 10% of the hardware cost and ATS cost should be at-least 20% of the original cost of respective software.**
- 10.11.8. No other cost whatsoever will be paid by SIDBI.

10.12. Taxes and Duties

The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning. Providing clarifications / particulars / documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the bidder at its cost.

10.13. Forfeiture of performance security

- 10.13.1. The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.
- 10.13.2. In the event of non-performance of obligation or failure to meet terms of this RFP / subsequent Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

10.14. Insurance

- 10.14.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 10.14.2. The insurance shall cover "All Risks" (fire, burglary, natural calamities such as Earth quake, floods, power fluctuations etc.) valid for a period of one month (30 days) after delivery of products at the defined destinations. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
- 10.14.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
- 10.14.4. Should any loss or damage occur, the Bidder shall
- 1 Initiate and pursue claim till settlement, and
 - 2 Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters. No cost whatsoever would be paid by the bank.

10.15.No Employer – Employee Relationship

10.15.1. The selected bidder during the term of the contract and for a period of two year thereafter shall not without the express written consent of the Bank, directly or indirectly:

1. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or
2. Induce any person who shall have been an employee or associate of the Bank at any time to terminate his / her relationship with the Bank.

10.15.2. The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with SIDBI or any of its employees/ officers/ staff/ representatives/ personnel/agents. Staff deployed by the bidder shall never be deemed to be appointed by SIDBI nor shall they be under its service conditions.

10.16.Business Continuity

The bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

10.16.1. In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.

10.16.2. In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the bank in availing such services from the alternative source.

10.17.Intellectual Property Rights

10.17.1. For any technology/Software used/supplied by Service provider for performing Services or licensing and implementing Software and Solution for the Bank as part of this RfP/subsequent contract, Service Provider shall have right to use as well right to supply such product(s). The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

10.17.2. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any Software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RfP/subsequent contract.

10.17.3. Subject to clause 10.17.4 and 10.17.5 of this RfP/subsequent contract, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology/Software/Equipment or any part thereof in India or abroad, for Equipment supplied/Software licensed /developed as part of this engagement. In case of violation/ infringement of patent/ trademark/copyright/trade secret or industrial design or any other

Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost:

- 1 Procure for the Bank the right to continue using the Software/Equipment supplied; or
- 2 Replace or modify the Software /Equipment to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software/ Equipment which is being replaced or modified;

10.17.4. The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

10.17.5. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software/Equipment by the Bank; or (iii) failure to implement an update to the licensed Software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

10.17.6. Service provider hereby grants the Bank a fully paid-up, irrevocable, perpetual, non-exclusive license throughout the territory of India or abroad to access, replicate and use Software licensed /developed as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

10.18. Corrupt and fraudulent practice

10.18.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:

- 1 **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 2 **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of 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.
- 3 **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- 4 **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- 5 **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
- 10.18.2. The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 10.18.3. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 10.18.4. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 10.18.5. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of bidder.

10.19. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

10.20. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

10.21. Confidentiality and Non-Disclosure

- 10.21.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.
- 10.21.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.
- 10.21.3. “Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:
- 1 relates to the Disclosing Party; and

- 2 is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - 3 is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - 4 without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
 - 5 “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
- 10.21.4. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- 10.21.5. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- 10.21.6. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- 1 Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - 2 Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - 3 Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document; and h) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- 10.21.7. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- 1 Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party’s possession or under its custody and control;
 - 2 To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - 3 So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any hardware or other device in its possession or under its custody and control; and

- 4 To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

10.21.8. The restrictions in the preceding clause shall not apply to:

- 1 Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- 2 Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

10.21.9. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

10.22. Indemnity

10.22.1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank by a third party as a result of:

- 1 An act or omission of the Bidder, employees, agents, sub-contractors, OEM in the performance of the obligations of the Bidder under this RfP document/ subsequent contract; and/or
- 2 Claims made by employees or subcontractors or subcontractors' employees or OEM or OEM's employees, who are deployed by the Bidder and/or by any statutory/ regulatory/ govt. authority, against the Bank; and/or
- 3 Material breach of any of the term of this RfP document and/or its Annexures or breach of any representation or inaccurate statement or assurance or covenant or warranty of the bidder under this RfP; and/or
- 4 Any or all Deliverables or Services supplied by Company infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- 5 Breach of Confidentiality obligations by the bidder and/or its officials/ employees or any other person employed by them in connection with the Contract; and/or
- 6 Negligence or willful misconduct, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or

10.22.2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the deliverables and services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the deliverables and services are used, sold or received, provided the Bank:

1. Notifies the Bidder in writing; and
2. Cooperate with the bidder in the defense and settlement of the claims.

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make consent of the Bidder, except where the Bank is required by any authority/ regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

10.22.3. The Bidder shall not be liable for defects or non-conformance resulting from:

- 1 Software, hardware, interfacing not approved by Bidder; or
- 2 Unauthorized modification of Software or any individual product supplied under this RfP document/subsequent contract, or Bank's failure to comply with any mutually agreed environmental specifications.
- 3 Use of a deliverable in an application or environment for which it was not designed or not contemplated under this RfP/subsequent contract;
- 4 Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.
- 5 Any loss of profits, revenue, contracts, or anticipated savings.

10.22.4. Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

10.23. Limitation of liability

10.23.1. The maximum aggregate liability of Service Provider, subject to clause 10.23.3, in respect of any claims, losses, costs or damages arising out of or in connection with this RfP/subsequent contract shall not exceed the total contract value/TCO.

10.23.2. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

10.23.3. The limitations set forth in Clause 10.23.1 shall not apply with respect to:

- 1 claims that are the subject of indemnification pursuant to Clause infringement of third party Intellectual Property Right;
- 2 damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;

- 3 damage(s) occasioned by Service Provider for breach of Confidentiality Obligations ;
- 4 Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider and applicable to current scope of work.

10.23.4. For the purpose of clause 10.23.3(2) the definition of “Gross Negligence “ and “Willful Misconduct” are as follows:

- 1 **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.
- 2 **“Willful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

10.24. Vicarious Liability

The selected bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the selected bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected bidder, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the bidder shall be paid by the selected bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected bidder’s employees, agents, contractors, subcontractors etc. The selected bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected bidder’s employees, agents, contractors, subcontractors etc.

10.25. Termination

10.25.1. The various clauses for termination of contract are as under:

| S.N. | Details for Termination |
|------|---|
| 1 | Termination for non-performance / Default |
| | (i) Bank may, without prejudice to any other remedy for breach of contract, by giving written notice of 30 days to the bidder, terminate the contract in whole or part on occurrence of any or part of the following events: <ol style="list-style-type: none"> a) If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract; b) The Selected bidder breaches its obligations under the scope document or the subsequent agreement; c) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process. |

| | |
|---|---|
| | <p>(ii) Prior to providing written notice of termination to bidder under this clause, the Bank shall provide bidder with a written notice of 60 (sixty) days' in case of clause (i) b and (i) c above, to cure such breach of the agreement/contract. If the breach continues or remains unrectified after the expiry of the cure period, the Bank shall have the right to initiate action in accordance with the above clause (i).</p> <p>(iii) The Bank will not bear any compensation for these exits as they are due to non-performance/default of service provider. The bank's decision in this regard will be final.</p> |
| <p style="text-align: center;">2</p> | <p>Termination for insolvency, Bankruptcy, Winding-up etc.</p> <p>Bank may terminate the Contract by giving written notice of 30 days' to the bidder:</p> <p>(i) If the bidder becomes bankrupt or otherwise insolvent.</p> <p>(ii) The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>In this event termination will be without any compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.</p> |
| <p style="text-align: center;">3</p> | <p>Termination for the convenience of bank</p> <p>Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 90 days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>The Goods that are complete and ready for shipment and/or services for which renewal happened within sixty (60) days after the supplier's receipt from the date of notice of termination shall be accepted by the Bank at the contracted terms and prices. For the remaining goods being terminated, the Bank may elect:</p> <p>(i) to have any portion completed and delivered at the contracted terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the supplier an agreed amount for partially completed Goods or Services.</p> |

10.25.2. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

10.26. Consequences of Termination

10.26.1. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the

obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

- 10.26.2. In the event that the termination of the Contract is due to the expiry of the term of the Contract in normal course and the Contract is not further extended by BANK, the Vendor herein shall be obliged to provide all such assistance including knowledge transfer and training to the next successor Bidder or any other person as may be required and specified by the BANK, where the successor(s) is a representative/ personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term.
- 10.26.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment /services procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder and accepted by the purchaser, up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser.
- 10.26.4. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
- 10.26.5. BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the Bank guarantee under this contract.
- 10.26.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

10.27. Privacy and Security Safeguards

- 10.27.1. SIDBI shall have the sole ownership of and the right to use, all data that may be in possession of the selected bidder/vendor or its representative in the course of performing the services under the agreement/contract that may be entered into. All documents, report, information, data etc. collected and prepared by bidder in connection with the scope of work submitted to SIDBI will be property of the Bank. The bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Successful Bidder shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services".
- 10.27.2. The bidder shall not publish or disclose in any manner, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures and implementation plans to ensure that IT assets leaving the control of the bank (removed for repair, replaced or upgraded) are cleared of all Bank data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks prior written consent, the details of any security

safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location.

10.28. Right to Alter Quantities

The bank reserves the right to:

- 10.28.1. Alter the requirement (increase / decrease) specified in the RfP, at the time of placing the order.
- 10.28.2. Delete one or more items from scope of work specified in the RfP, at the time of placing the order.

10.29. Repeat Order

- 10.29.1. The bank reserves the right to place order for additional licenses (any number) of any/part of the solutions mentioned in this RfP, during the period of contract.
- 10.29.2. Any “additional licenses” requirements by the Bank, during the period of contract, shall be placed as per the unit cost arrived at pro-rata basis based on the cost being quoted in Commercial bid Part-I for respective solutions (Supply and implementation cost only).
The proposed infrastructure (databases, hardware, operating system etc.) should support scalability as per RfP for which no additional cost would be paid by the bank during procurement of additional licenses.
- 10.29.3. ATS for “additional licenses”, during the period of contract, shall be placed as per the unit cost arrived at pro-rata basis based on the cost being quoted in Commercial bid Part-II for respective solutions (ATS of respective solution).
- 10.29.4. In case of any change in tax rates or introduction of any new taxes by Gol, the taxes prevailing at the time of placing repeat order would be applicable.
- 10.29.5. No additional cost whatsoever other than the cost contracted would be paid.

10.30. Rights to Visit

- 10.30.1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 10.30.2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
- 10.30.3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

10.31. Audit

- 10.31.1. The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services, including Hardware, Software provided to the Bank and services under this RfP/subsequent PO and the bidder shall extend all cooperation in this regard.
- 10.31.2. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials

as mentioned above are allowed access to all the related places, for inspection and verification.

10.31.3. Audit under this clause shall be restricted to physical files related to this arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

10.31.4. The bank will also carry out annual review of the contract to ascertain the financial stability of the bidder in addition to the performance and service reliability. The bidder is required to submit the audited balance sheet and CA certificate, etc.

10.32. Grievances Redressal Mechanism

Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfP.

10.33. Conflict of interest

The service provider shall disclose to the Bank in writing, all actual and potential conflicts of interest that exists, arises or may arise in the course of performing the obligation(s) as soon as it becomes aware of that conflict.

10.34. Statutory & Regulatory Compliance

10.34.1. The bidder should ensure all statutory and regulatory compliance towards:

- 1 **ESIC & EPFO** – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO. Please note that these are Government bodies, compliance to which is Mandatory.
- 2 **Minimum Wages Act** – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of on-site resources. The bidder should follow all payout norms as per the **MWA** in all the states.

10.34.2. Any other Act/Statutory and regulatory compliances as applicable.

10.34.3. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep the Bank indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc., arising out of the contract awarded in respect of the present tender.

10.34.4. The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed in the Bank. The Bank shall, in no way, be responsible for settlement of such issues whatsoever.

10.34.5. The Bank shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.

10.34.6. The Bank shall have no liability in this regard.

10.35. No Set-off, counter-claim and cross claims

In case the Vendor/ Bidder has any other business relationship with SIDBI, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the Vendor/ Bidder for any payments receivable under and in accordance with that business.

10.36. GST Law

The bidder has to submit an undertaking letter for GST Law, mentioning its compliance with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

10.37. Non-Assignment

Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.

10.38. Force majeure

10.38.1. 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 subsequent to this RFP is the result of an event of Force Majeure.

10.38.2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

10.38.3. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.38.4. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months SIDBI and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

10.38.5. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

10.39. Resolution of Disputes

10.39.1. All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by the Bank and the bidder.

10.39.2. In case of failure to resolve the disputes and differences amicably, the matter may be referred by the Bank to a sole arbitrator, for adjudication thereof, to be appointed with mutual consultation.

10.39.3. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

10.39.4. The Bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work

cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

10.39.5. 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.

10.39.6. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

10.39.7. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Chennai and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

10.39.8. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

10.39.9. No conflict between Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

10.40.No third party rights

No provision of the RfP the agreement that may be entered into is intended to, or shall, confer any rights on a third party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.

10.41.Representations and Warranties

In order to induce SIDBI to enter into the Contract/Agreement, the Vendor/Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial where with all, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by SIDBI.

That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement/RfP.

That the representations made by the Vendor/ Bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the proposed Contract/Agreement and the Bid Documents and unless SIDBI in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.

That the Vendor/ Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and the proposed Contract/Agreement.

That the Vendor/Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Bid/Contract/Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

That the Vendor/ Bidder shall use such assets of SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.

That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.

That there are (a) no legal proceedings pending or threatened against Vendor/ Bidder or its team which adversely affect/may affect performance under this Contract/Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Vendor/ Bidder or its team members by any statutory or regulatory or investigative agencies.

That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Bid/Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the bid/Contract/Agreement.

That all conditions precedent under the Bid/Contract/Agreement has been complied.

That neither the execution and delivery by the Vendor/Bidder of the Bid/Contract/Agreement nor the Vendor's/ Bidder's compliance with or performance of the terms and provisions of the Bid/Contract/Agreement

- (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder
- (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
- (iii) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.

That the Vendor/ Bidder certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Vendor/Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.

That the Vendor/ Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract/Agreement or Service(s).

11. Evaluation Methodology

11.1. Introduction

- 11.1.1. The objective of this methodology is to facilitate the selection of the most optimal solutions that appropriately meets the requirements of the Bank.
- 11.1.2. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidder's presentation, verify functionalities / response times, Customer's feedback/site visits etc. However, SIDBI will not pay/ reimburse any expenditure incurred by the bidder for arranging the demonstration / POC/ Presentation.
- 11.1.3. All bids shall be evaluated by an evaluation committee setup for this purpose by the Bank. The Bank will evaluate the technical offers of the bidders in terms of eligibility criteria and the proposals meeting the criteria will only be taken up for further technical evaluation. The decision on the Bank regarding evaluation would be final and binding on all the Bidders responding to this RfP. The Bank may accept or reject an offer without assigning any reason whatsoever.
- 11.1.4. Bidder shall quote for entire package on a single responsibility basis for the goods and services, it proposes to supply under the contract.
- 11.1.5. Bids that are not opened during Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders subsequently.

11.2. Preliminary Examinations

- 11.2.1. The Bank will examine the Bids to determine whether they are complete, all the necessary documents properly signed, supporting papers/ documents attached and the bids are generally in order.
- 11.2.2. The Bank may, at its sole discretion, waive any minor informity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 11.2.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.
- 11.2.4. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation.
- 11.2.5. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 11.2.6. If a Bid is not substantially responsive in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- 11.2.7. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 11.2.8. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

11.3. Clarification of bids

11.3.1. To assist in the scrutiny, evaluation and comparison of offers/bids, the bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, then it would be treated as non-compliant and decision to qualify/disqualify the bidder shall be accordingly taken by Bank.

11.3.2. Any decision of the bank in this regard shall be final, conclusive and binding on the bidder.

11.4. Pre-Qualification Evaluation

11.4.1. In the first phase, the bank shall evaluate the pre-qualification/Minimum eligibility bids as per the criteria specified in the RfP and information submitted by the bidders to determine whether they are substantially responsive and meeting the eligibility criteria given in the tender.

11.4.2. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon will be liable to be rejected. The bank may accept or reject an offer without assigning any reason whatsoever.

11.5. Technical Evaluation

11.5.1. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.

11.5.2. The bank will not pay/ reimburse any expenditure incurred by the bidder/OEM for arranging presentation and on-line demonstration.

11.5.3. The Technical proposal submitted by the bidders shall, therefore, be evaluated on the following parameters:

- 1 Compliance to Technical Specifications (Essential and Preferential) of the solutions.
- 2 Past Experience
- 3 Technical Presentation

11.5.4. The weightage to each parameter is as under:

| S.N. | Parameter | Weightage (%) |
|------|--|---------------|
| 1 | Technical Requirement - compliance to technical specifications | 70 |
| 2 | Past Experience | 15 |
| 3 | Technical Presentation | 10 |
| | Total | 100 |

11.5.5. Scoring for Technical Specifications (Ts)

- 1 The proposed solutions of the bidder have to comply with the technical requirements as mentioned in the **Annexure -XV** (section 12.15.1 to 12.15.5).
- 2 The Bidder should use Bidder's 'Compliance' column to provide the appropriate response (Yes/No) for all the requirements mentioned in **Annexure -XV** (section 12.15.1 to 12.15.5).
- 3 As part of the technical evaluation, the bidder & OEM have to arrange for on-line demonstration of the proposed solutions to ascertain their compliance to technical specifications of the solutions, in-line with the technical bid submitted. Score assigned by the bidder might undergo change if the bidder is not able to demonstrate/clarify the respective feature/functionality.

4 The bidders will be allocated marks as per the following:

- Technical requirements in **Annexure -XV** (section 12.15.1 to 12.15.5) are categorized into 'Essential' requirements and 'Preferential' Requirements.
- Essential Requirements (T_{ER}) - 2 marks will be awarded for compliance of each essential requirement.
- Preferential Requirements (T_{PR}) - 1 mark will be awarded for compliance of each preferential requirement for each solution.
- The number of essential, preferential parameters and maximum score assigned for each solution is as under:

| Solution | Number of Essential Parameters (T_{ER}) | No of Preferential Parameters (T_{PR}) | Maximum Score ($T_{ER} * 2$) + ($T_{PR} * 1$) |
|---------------------------------|---|--|---|
| FIM | 69 | 14 | 152 |
| DAM | 76 | 7 | 159 |
| EPE | 38 | 1 | 77 |
| MFA | 41 | 6 | 88 |
| APM* | 125 | 4 | 254 |
| Total (T_s) | | | 730 |

*In case of bidder proposing service desk along with APM solution, the number of Essential parameters would be 131 (including 6 parameters of Service Desk mentioned in section...) and Preferential parameters would be 4 and the maximum score for APM would be 266 ($131*2 + 4*1$). Accordingly, the total (T_s) would be 742.

- Each proposed solution of the bidder should secure at least 95% individually for the essential requirements, which will be calculated using $[(\text{Bidder } T_{ER} \text{ Score}) / (T_{ER} * 2 \text{ of respective solution})] * 100$.

Illustration: in case of FIM solution, if the bidder has complied 67 out of 69 essential parameters, the calculation would be as under:

$$T_{ER} \text{ FIM} = (67 \times 2) / (69 \times 2) * 100 = 97.10$$

- In the event of the Bidder scoring less than 95% for any of the solutions, the bid shall be disqualified and will not be considered for commercial evaluation.

5 The total marks thus scored by the bidder will get normalized to the score of 70 (Ref. - Section 11.5.4) using the following method:

$$\text{Weighted } T_s = [(\text{Bidder } T_s \text{ Score}) / (\text{Total } T_s)] * 70$$

11.5.6. Scoring for Past experience (T_E)

- Bidder / OEM should provide details of their past experience in implementing all the security solutions proposed in response to this RfP.

For this, the bidder is allowed to submit the reference of organization separately for each of these solutions.

- Past Experience of Bidder / OEM**

| S.N. | Past Experience | Max. Marks |
|------|---|------------|
| 1 | File Integrity Monitoring (FIM) | 30 |
| | Implemented or under implementation of proposed solution Scheduled Commercial Banks/PSUs/Government Sector in India during the period 1.1.2018 to 31.12.2020. 10 marks for each project, subject to maximum of 30 marks. | |
| 2 | Database Activity Monitoring | |

| S.N. | Past Experience | Max. Marks |
|------------------------------------|--|------------|
| | Implemented or under implementation of proposed solution in Scheduled Commercial Banks /PSUs/Government Sector in India during the period 1.1.2018 to 31.12.2020. 10 marks for each project, subject to maximum of 30 marks | 30 |
| 3 | EndPoint Encryption Implemented or under implementation of proposed solution in Scheduled Commercial Banks /PSUs/Government Sector in India during the period 1.1.2018 to 31.12.2020. 10 marks for each project, subject to maximum of 30 marks | 30 |
| 4 | MultiFactor Authentication Solution Implemented or under implementation of proposed solution in Scheduled Commercial Banks /PSUs/Government Sector in India during the period 1.1.2018 to 31.12.2020. 10 marks for each project, subject to maximum of 30 marks | 30 |
| 5 | Asset / Patch Management Solution Implemented or under implementation of proposed solution in Scheduled Commercial Banks /PSUs/Government Sector in India during the period 1.1.2018 to 31.12.2020. 10 marks for each project, subject to maximum of 30 marks | 30 |
| Maximum T_E Score | | 150 |

- Bank may carry out verification of the facts submitted by the bidder/OEM towards past experience through site visits and/or telephonic feedback. Hence, the bidder/OEM are required to submit complete details as per **Annexure –XXII**.
- All approvals from clients are to be obtained before submission of their reference. Reference of Experience with incomplete information will not get any score.
- The total marks gained by the bidder will get normalized to the score of 15 (Ref.- Section 11.5.4) using the following method:

$$\text{Weighted } T_E = [(\text{Bidder } T_E \text{ Score}) / (\text{Maximum } T_E \text{ score})] * 15$$

11.5.7. Technical Presentation (T_P)

- All the eligible bidders along with their OEMs will be required to make technical presentations to supplement their bids, showcase total solution proposed.
- The invitation of bidders for presentation would be based on ascending alphabetical order of their names and the time & location will be communicated to the bidders by e-mail at least two days in advance during technical evaluation. Bidders would be allotted a time slot of 3 hours for presentation.
- The scoring pattern for presentation is as under:

| S.N. | Max Score | Score |
|----------------------------|---|------------|
| 1 | Solution Positioning | 15 |
| 2 | Implementation Architecture including integration | 25 |
| 3 | Implementation Methodology | 20 |
| 4 | Project Plan & Timeline Adherence | 15 |
| 5 | Project Governance and adherence to SLAs | 15 |
| 6 | Risk identification and mitigation strategy | 10 |
| Total T_P | | 100 |

- The total marks gained by the bidder will be normalized to the score of 15 (Ref.- Section 11.5.4) using the following method:

$$\text{Weighted } T_P = [(\text{Bidder } T_P \text{ Score}) / (\text{Maximum } T_P \text{ score})] * 15$$

11.5.8. Technical Score

- 1 The total technical score (Ref.- Section 11.5.4) secured by each bidder would be finally arrived as under:

$$\text{Technical Score (T)} = T_S + T_E + T_P$$

- 2 Technical Bids receiving a 'T' greater than or equal to a score of 85 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- 3 In the event of no bidder qualifying, Bank at its discretion may choose top three bidders provided their Technical Score (T) is ≥ 70 and proceed for commercial evaluation.

11.6. Commercial Bid

- 11.6.1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be considered for commercial evaluation. Bidders who do not qualify the technical evaluation will not be invited for opening of commercial bids.
- 11.6.2. The date for opening of commercial bids will be separately advised. Technically qualified bidders will be invited to depute their representative during opening of commercial bids or attend the same online through MS Teams, which the bank would schedule.
- 11.6.3. The “**Total cost of Ownership**” quoted by the bidder in **Part-IV** of commercial bid will be considered for commercial evaluation.
- 11.6.4. The bidder with lowest TCO will be declared as L1 and (successful bidder), subject to detail verification of commercial evaluation and corrections of arithmetic errors, if any.

11.7. Arithmetic errors correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

- 11.7.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- 11.7.2. Bank may waive off any minor informity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

11.8. Purchase Preference

Refer Section 4.16 for purchase preference to Class-I local suppliers.

11.9. Award of Contract

- 11.9.1. The Bank would consider issuing Lol / Purchase order to the shortlisted bidder(s) after completion of detail verification of the commercial evaluation and corrections of arithmetic errors, if any.
- 11.9.2. The shortlisted bidder/s has to return the duplicate copy of Lol/Purchase order to the Bank within one week from the date of PO duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- 11.9.3. Failure to accept the order within one week from the date of receipt of the Lol/order makes the EMD liable for forfeiture at the discretion of the Bank. In such an event, the bidder stands disqualified for further participating in the subject Bid.

10.42. Signing of contract

- 10.42.1. The selected bidder has to sign a contract with the Bank as per the terms and conditions of the RFP on a non-judicial stamp-paper of appropriate value. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between the Bank and the service provider for all purpose/conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA during the period of contract will be based on mutual agreement and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving.
- 10.42.2. The agreement shall include all terms and conditions, specifications of RfP, the Bill of Material and price as agreed finally after Bid evaluation and negotiation, if any. The agreement shall be executed in English language in one original, the Bank receiving the duly signed original and selected service provider receiving the photocopy of the original document. The contract agreement shall be valid till all the contractual obligations are fulfilled.
- 10.42.3. The shortlisted bidder has to sign the contract within 21 days from the date of Phase-1 signoff and acceptance by the bank.
- 10.42.4. All the expenses including stamp duty, levies and other monies payable in connection with the execution of this Agreement shall be borne by the selected bidder only.

11.10. Note

11.10.1. Bank reserve the right to:

- 1 Reject any or all the proposals without assigning any reason thereof.
- 2 Place the order with shortlisted bidder(s) at the contracted price for all the items in single or multiple lots within the bid validity period.
- 3 Alter the quantities or locations specified in the offer in the event of changes in plans of the Bank. The same shall be advised at the time of placing the order with shortlisted bidder(s). In case of alteration in quantity, the unit price will prevail.

12. Annexures



12.1. Annexure -I: Bid Forwarding Letter
(To be submitted on Bidders letter head)

To,

The General Manager
Small Industries Development Bank of India,
IT Vertical, Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Procurement of Various IT Security & Management Solutions
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

- 1 We, the undersigned, offer to submit our bid in response and accordance with your Tender No dated . Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with EMD, tender fee and other all the requisite documents as desired by the Bank.
- 2 Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).
- 3 If our offer is accepted, we undertake to provide on-site comprehensive service support for the hardware / software and other components forming the part of solution, supplied as per the above referred RFP, during warranty of one (1) year and AMC/ATS of four (4) years. The Warranty, AMC, ATS would be back to back from OEM and would start **from date of Phase-1 acceptance of the solutions by the Bank**. Further, the price quoted by us includes back-to-back warranty/AMC/ATS and premium support with OEM during the entire period of contract.
- 4 We would also undertake preventive maintenance periodically as specified in the tender. We also confirm that, we would stock adequate spares of all items supplied at our support locations and provide uptime etc. as per requirements of RfP.
- 5 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 namely "Prevention of Corruption Act 1988".
- 6 We have also noted that SIDBI reserves the right to consider/ reject any or all bids or cancel/re-tender without assigning any reason thereof.
- 7 We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal of Company

Phone & E-mail:

Name of the Organisation ...

12.2. Annexure –II: Pre-Qualification / Minimum Eligibility Criteria

Pre-Qualification / Minimum Eligibility Bid
RfP for Procurement of Various IT Security & Management Solution
Tender No. Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

A. Information about Bidder

| S.N. | Details | Bidder's response |
|------|--|-------------------------------|
| 1 | Name of the bidder company | |
| 2 | Year of establishment | |
| 3 | Type of Company | |
| | Documentary proof enclosed. (Yes / No) | |
| 4 | Address of Registered Office with contact numbers | |
| a | Address of Registered Office | |
| b | Land Line No. | |
| 5 | Details of Directors / Proprietor and key Persons. | <Attach as separate annexure> |
| 6 | PAN and GST Details | |
| a | Permanent Account Number | |
| | Copy of PAN enclosed. (Yes/No) | |
| b | GST Identification Number of Office at Chennai and Mumbai. | |
| | Copy of GSTIN of Chennai and Mumbai enclosed. (Yes/No) | |
| 7 | OEM or Authorized Partner of OEMs. | |
| 8 | MSE Status | |
| a | Is bidder MSE (Yes/No) | |
| b | MSE registration certificate enclosed. (Yes/No) | |
| 9 | Local Supplier | |
| a | Is the bidder Class-I local supplier for all the solutions, including hardware. (Yes/No) | |
| b | Undertaking for local Content as per Annexure - XII enclosed (Yes/No). | |

B. Details of Authorized Representative of Bidder (On whose Favour PoA is submitted)

| S.N. | Contact Details | Bidder Response |
|------|--|-----------------|
| 1 | Name | |
| 2 | Designation | |
| 3 | Land Line No. | |
| 4 | Mobile No. | |
| 5 | Email Id | |
| 6 | Power of attorney in favour of authorized representative submitted. (Yes / No) | |

C. Financials

| S. N | Parameter | FY | Amount in lakh |
|------|--|-------------|----------------|
| 1 | Annual Turnover | 2017 - 2018 | |
| | | 2018 - 2019 | |
| | | 2019 - 2020 | |
| 2 | Net Profit | 2017 - 2018 | |
| | | 2018 - 2019 | |
| | | 2019 - 2020 | |
| 3 | Net-worth | 2017 - 2018 | |
| | | 2018 - 2019 | |
| | | 2019 - 2020 | |
| 4 | Copies of audited balance sheet attached. (Yes / No) | | |
| 5 | CA Certificate indicating turnover, networth and Net Profit for three years i.e., 2017-18, 2018-19 and 2019-20 | | |

D. Eligibility Criteria

| S.N. | Criteria | Documents to be submitted by bidder | Bidder's Response |
|------|--|--|-------------------|
| 1 | The Bidder should be a partnership firm registered under LLP act, 2008 / Indian Partnership Act, 1932 OR Company in India as per Indian Companies Act, 1956/ Indian Companies Act 2013 and must have in existence for 5 years as on December 31, 2020. | (i) Copy of certificate of LLP registration. (ii) Copy of certificate of Incorporation and certificate of commencement of business in case of Public Limited Company OR (iii) Copy of certificate of Incorporation of Private limited Company, issued by the registrar of companies. | |
| 2 | The Bidder must be in position to provide support / maintenance / up-gradation during the period of contract with the Bank and must be having back-to-back support from the OEM. If bidder (partner of OEM) is not able to fulfill its obligation to support the product during the contract period, OEM will have to ensure support as per contract. | Bidder to submit Manufacturer Authorization Form (MAF) from all the OEMs (including hardware OEMs) whose solutions are proposed in the RfP, as per format provided in Annexure -V of this RFP. | |
| 3 | The bidder should have minimum average annual turnover of INR 60 crore over the last three (3) Financial years. Note - In case of MSME bidders, the turnover criteria | (i) Audited balance sheet for last three years i.e. 2017-2018, 2018-2019 and 2019-2020. (ii) CA Certificate indicating turnover, net profit and networth for three years i.e., 2017-2018, 2018-2019 and | |

| S.N. | Criteria | Documents to be submitted by bidder | Bidder's Response |
|------|--|--|-------------------|
| | <p>may be relaxed subject to meeting the quality and technical specifications as per RFP.</p> | 2019-2020 | |
| 4 | <p>The bidder should have positive Net Profit in any two (2) of the last three (3) financial years and in the immediately preceding FY.</p> <p>Bidders should also have positive networth in immediately preceding three (3) financial years i.e. 2017-18, 2018-19 and 2019-20.</p> <p>This must be the individual company's financials and not consolidated or of any group of companies / subsidiaries.</p> | | |
| 5 | <p>The bidder must have a currently valid GST registration certificate and PAN number.</p> | <p><i>Copies of the following to be submitted:</i></p> <p>(i) GST Number and</p> <p>(ii) PAN.</p> | |
| 6 | <p>During the period 1.1.2017 to 31.12.2020, the bidder should have deployed and/or Providing support of PROPOSED DAM any 2 out of 4 PROPOSED solutions i.e., FIM, EPE, MFA and ITAM / Patch Management, in at-least One Scheduled Commercial Banks/ PSUs / Government Organisation.</p> <p>POCs done will not be treated as experience of the Bidder.</p> <p>Note – For MSEs only, the reference period of experience may be relaxed subject to meeting the quality and technical specifications.</p> | <p><i>Project sign-off from such organizations regarding completion to be provided.</i></p> <p>OR</p> <p><i>Purchase Order with the Bank's confirmation on having executed the PO to satisfaction.</i></p> | |
| 7 | <p>Bidder Should have at least one of the following accreditations / certifications which are valid as on the date of issue of this RFP - ISO 27001 / BS 7799 /SEI CMM.</p> | <p><i>Copy of certifications</i></p> | |
| 8 | <p>The bidder should have a minimum of 5 individuals with prior experience in implementation of proposed security solution. All resources</p> | <p><i>Certificate from the Company Auditors / Company Secretary / HR mentioning number of resources having experience in proposed security solution.</i></p> | |

| S.N. | Criteria | Documents to be submitted by bidder | Bidder's Response |
|------|--|--|-------------------|
| | must be on the payroll of the bidder. | | |
| 9 | The OEM should have been in existence for a minimum period of three years in India as on December 31, 2020, with its own support center in India. | <i>Certificate of incorporation.</i> | |
| 10 | The bidder should have own/registered support office for TAC level support in Mumbai and Chennai with trained security resources, for after sales support services and maintenance of proposed solution, hardware and software. | <i>Address and contact details of the office of bidder at Mumbai and Chennai to be submitted as per Annexure -XVIII of this RfP.</i> | |
| 11 | The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years (counted backward from date of RfP). Bidder must certify to that effect. | <i>Self-declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-IX of this RfP.</i> | |
| 12 | Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank. | <i>Self-Declaration by Bidder on the company's letter head signed by company's authorized signatory as per Annexure -VI of this Rf, is to be submitted</i> | |
| 13 | The bidder should submit pre-contract integrity pact. | <i>Pre-contract integrity pact as per Annexure -XII of this RfP, on non-judicial stamp paper of Rs.100.</i> | |

E. EMD and Tender Form Cost Details

| S.N. | Details | Bidders Response |
|------|--|------------------|
| 1 | EMD Details | |
| a. | Mode of Payment - DD / Pay Order / Bank Guarantee/NEFT | |
| b. | Number of DD/Pay order/BG/UTR | |
| c. | Date of Issue of DD/Pay order/BG or NEFT Transfer. | |
| d. | Issuing Bank of DD/Pay order /BG/NEFT | |
| e. | Amount (Rs.) | |
| 2 | Tender Form Cost Details | |
| a. | DD / Pay Order/NEFT | |
| b. | Number of DD/Pay order/BG/UTR | |
| c. | Date of Issue of DD/Pay order/BG or NEFT Transfer. | |
| d. | Issuing Bank of DD/Pay order /BG/NEFT | |

| S.N. | Details | Bidders Response |
|------|--|------------------|
| e. | Amount (Rs.) | |
| 3 | Proof of deposit of EMD / tender form cost, if done through NEFT to be attached. | |

F. Declaration as per Annexure XI - Procurement from a bidder of a Country which shares a land border with India.

We do hereby confirm that, the information provided by us correct.

Date _____ Signature of Authorised Signatory ...
 Place _____ Name of the Authorised Signatory ...
 _____ Designation ...
 _____ Phone & E-mail:
 Seal of Organisation. _____ Name of the Organisation ...

| | |
|-------------|---|
| NOTE | (i) All columns to be duly filled. |
| | (ii) Documentary evidence against each parameter to be attached. |
| | (iii) Registered MSE bidders are exempted from paying tender form cost and EMD, subject to submission of valid registration certificate along with the bid. |
| | (iv) Bidders depositing EMD into the Bank account are required to attach the proof of payment (Payment Receipt Generated and Ref. No.) along-with the bid. |
| | (v) MAF should be from all the OEMs whose products (software & hardware) are proposed by the bidder and should be strictly as per the format given in RfP. |

12.3. Annexure –III: Power of Attorney*(Sample Format – To be executed on a non-judicial stamped paper of Rs. 100/-)*

BY THIS POWER OF ATTORNEY executed on _____, 2021, We _____, a Company incorporated under the Companies Act, 2013, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to “**Tender No.500/2021/1603/CBO/ITV dated January 25, 2021**” for RfP for procurement of Various IT Security & Management Solutions and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

12.4. Annexure –IV: Manufacturer Authorisation Format**(This letter should be on the letterhead of the OEM)**

The General Manager
Small Industries Development Bank of India,
IT Vertical, Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Manufacturer Authorization
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

We _____ (OEM Name) having our registered office at _____ (OEM office address) are an established and reputed manufacturer/producer of _____ <hardware/software details> do hereby authorise M/s _____ (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee for the Solution, Products and services offered by the above firm against this Bid Invitation.

We (Manufacturer/Indian Distributor) hereby confirm that proposed _____ <products> are of enterprise class and we extend our full guarantee, warranty, AMC/ATS as per terms and conditions of the tender for the solutions against the offer by the above firm/company and will extend technical support and ensure availability of spares/updates/upgrades for our products for a period of FIVE (5) years from the date of acceptance of solutions by the bank.

In case the successful bidder is not ready to provide the support during the warranty/AMC/ATS period, support will be provided by us directly or through our other authorized partners for the remaining period of warranty and/or AMC/ATS for the product without any additional cost to the Bank.

Further, the solutions quoted by the above firm are with one year warranty, four years AMC /ATS, which would be back to back from us.

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and/or during the period of the contract.

Yours faithfully,

Authorised Signatory

Name of OEM

| | |
|-------------|--|
| Note | (i) <i>This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.</i> |
| | (ii) <i>This MAF/ Undertaking letter has to be issued by every OEM / all OEMs of the solutions offered by the bidder under this RFP</i> |

12.5. Annexure -V: Undertaking of Authenticity**[To be signed by Authorised Signatory of OEM with Name and Seal of the Company]**

To,
The General Manager
Small Industries Development Bank of India,
IT Vertical, Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

**Undertaking of Authenticity for Hardware
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021**

With reference to the hardware items /software quoted to you vide our reference/quotation against the above mentioned tender.

We hereby undertake that all the components / parts / assembly / software used in equipments shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / secondhand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate and also that it shall be sourced from the authorised source.

We confirm that the software supplied along with the hardware is free from bugs, malware, covert channels in code etc.

Should you require, we hereby undertake to produce the 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 suppliers 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 IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service center / reseller / SI etc.

| | |
|-----------|---------------------------------------|
| Date | Signature of Authorised Signatory ... |
| Place | Name of the Authorised Signatory ... |
| | Designation ... |
| Seal..... | Phone & E-mail: |

12.6. Annexure -VI: Declarations

To,

The General Manager
Small Industries Development Bank of India,
IT Vertical, Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Declarations
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

I/We have carefully gone through the Terms & Conditions contained in the RfP No. 500/2021/1603/CBO/ITV dated January 25, 2021 regarding selection of the bidder for procurement of various IT Security & Management Solutions for a period of five (5) years.

We hereby declare the following:

1. Our company has not been debarred/ blacklisted by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last three (3) years.

We also undertake that we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide the services for the contracted period.

Neither the Company nor our Partners/Promoters/Directors are defaulters to any Financial Institution.

2. We declare that our company is not owned or controlled by any Director, employee (or Relatives) of SIDBI.
3. We further declare that we are eligible and competent as per the Pre-Qualification Criteria given by the bank and the information submitted by the company in **Annexure -II** are true and correct and also, we would be able to perform this contract as per RFP document.
4. We certify that that the compliance to Technical specifications of all the solutions/components given in Technical Bid (**Annexure -XV**) are correct and in case it is found during contract period (implementation and/or operational phase), any of the specifications are not available in the solution or able to be implemented as per scope of work, the same would be replaced without any additional cost to the bank.

5. We hereby confirm that all the resource (both on-site and off-site) to be deployed on Bank's project during implementation phase, have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy. We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim, penalties, expenses, legal liability because of noncompliance of KYE and of misconduct of the employee deployed by us to the Bank.

I/We further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:



12.7. Annexure -VII: Letter of Conformity

To,
The General Manager
Small Industries Development Bank of India,
IT Vertical, Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Conformity Letter
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RfP document on "Procurement of various IT Security & Management Solutions" issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

- We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in **Annexure -XVII** of the main RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.
- We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organisation ...

12.8. Annexure –VIII: EMD / Bid Security Form*(Sample Format – To be executed on a non-judicial stamped paper of requisite value)***To: SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS(Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal (RFP) No. Tender No.500/2021/1603/CBO/ITV dated January 25, 2021 for Procurement of various IT Security & Management Solutions (Herein after called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ---- and inter alia a branch office situated at _____ have agreed to give a performance guarantee in lieu of EMD of Rs. _____ (Rupees _____ only) on behalf of the Vendor.

We -----Bank further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. _____ (Rupees _____ only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding Rs./- (Rupeesonly) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of Rs......./-. (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

- 1 Any time or waiver granted to the vendor;
- 2 The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
- 3 Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- 4 any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

- 5 any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- 6 any change in constitution of the vendor;
- 7 any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of and a claim in writing is required to be presented to us within three months from i.e. on or before all your rights will be forfeited, and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (**Vendor's Bank**)

.....

Date.....

Address

.....

.....



12.9. Annexure –IX: Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “Procurement of various IT Security & Management Solutions” as per scope defined in the Request for Proposal No.500/2021/1603/CBO/ITV dated January 25, 2021 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Overseas Towers, 2nd Floor, 756L Anna Salai, Chennai (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written Authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Date

Signature of Authorized Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organization ...

12.10. Annexure –X: Bank Mandate Form

(To be submitted in Duplicate along with Cancelled Cheque)

Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier: _____

2. Vendor Code (if applicable): _____

3. Address of the Borrower / vendor / supplier: _____

City: _____ Pin Code: _____ E-mail id: _____

Phone No. with STD code: _____ Mobile No.: _____

Permanent Account Number : _____

MSE Registration / CA Certificate (if applicable): _____

4. Particulars of Bank account:

| | | | |
|--|-----------------------------------|-------------|-------------------|
| Beneficiary Name | | | |
| Bank Name | | Branch Name | |
| Branch Place | | Branch City | |
| PIN Code | | Branch Code | |
| MICR No. | | | |
| Account type | Saving | Current | Cash Credit |
| Account No. | (As appearing in the Cheque book) | | |
| (Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number) | | | |
| IFSC CODE2 | For RTGS transfer | | For NEFT transfer |

5. Date **from** which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place: _____

Date: _____

Signature of the party / Authorized Signatory

.....

Certified that particulars furnished above are correct as per our records.

Bank's stamp:

Date:

[Signature of Authorized Official from the Bank]

12.11. Annexure- XI: Procurement from a Bidder of Country sharing land border with India

The General Manager
Small Industries Development Bank of India,
IT Vertical, Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Procurement from a bidder of a Country which shares a land border with India
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority.

I certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

| | |
|-----------|---------------------------------------|
| Date | Signature of Authorised Signatory ... |
| Place | Name of the Authorised Signatory ... |
| | Designation ... |
| Seal..... | Phone & E-mail: |
| | Name of the Organisation ... |

Note

1. The declaration to be submitted on the letterhead of the bidder & OEM separately, duly signed by authorised signatory, stamped and dated.
2. Any bid not accompanied with the above certificates (as applicable) shall be summarily rejected. This declaration is part of minimum eligibility criteria

12.12. Annexure -XII: Undertaking by Bidder for Local Content

To

The General Manager
Small Industries Development Bank of India,
IT Vertical, Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Certificate of Local Content
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

- 1 This is to certify that proposed _____ <product details>, mentioned in our bid in response to your captioned tender, is having the local content of _____ %.
- 2 The details of location(s) at which the local value addition is made are as under:

| S.N. | Product Details (Make / Model No.) | Name of Place |
|------|------------------------------------|---------------|
| | | |
| | | |

- 3 This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated September 16, 2020.

Name of Audit Firm :
Signature of Authorized Signatory :
Name :
Membership no :
Date :
Seal :

| | |
|-------------|--|
| Note | <p>(i) In case of Company, Class-I / Class-II local supplier shall provide the certificate from the statutory auditor or cost auditor of the company.</p> <p>(ii) In case of others, Class-I / Class-II local supplier shall provide the certificate from a practicing cost accountant or practicing chartered accountant.</p> |
|-------------|--|

12.13. Annexure -XIII: Self-declaration of MSEs and Startups**Self-Declaration of MSEs and Startups**

(To be submitted on the letterhead duly signed by authorised signatory with stamp)

To

The General Manager
Small Industries Development Bank of India,
IT Vertical, Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir

**Procurement of Various IT Security & Management Solutions
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021**

We declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract/Lol, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of **three years** from being eligible to submit Bids for contracts with the bank.

Date Signature of Authorized Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organization ...

12.14. Annexure –XIV: Pre-Contract Integrity Pact

(To be submitted on non-judicial stamp paper of Rs.100/-.)

1. General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of ----, 2021 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Office at Overseas Towers, 2nd Floor, 756L, Anna Salai, Chennai (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to shortlist vendor for carrying out Procurement of Various IT Security & Management Solutions (Tender No.500/2021/1603/CBO/ITV dated January 25, 2021) and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking / partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2. Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall

be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.12.50 lakh** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Chennai.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as

decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
 - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems / services (same quantity and same make) at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

1. _____

2. _____

Witness

1. _____

2. _____



12.15. Annexure –XV: Technical Bid

TECHNICAL BID
RfP for Procurement of Various IT Security & Management Solutions
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

The bidder shall submit datasheet released by OEM for every proposed solution as supporting document towards compliance confirmed by them as per technical specifications mention below. The below technical specifications are minimum requirement. The bidder shall also extend additional features which are essential to run the solution in the enterprise level environment without any additional cost to the bank.

12.15.1. File Integrity Monitoring

| S.N | Minimum Technical Specification | E/ P | Bidder's Response | | |
|-----|---|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| 1 | FIM Solution should be able to generate a baseline of a server(s) so that integrity is based on a known good state. Solution should be able to help the bank create a recommended baseline configuration as per standards such as CIS, PCI DSS etc. It should help identify the gaps in Bank's current configuration state against standards such as CIS PCI DSS, ISO 27001 etc. The solution should be able to display a baseline versus current configuration comparison to automatically detect discrepancies caused by change. | E | | | |
| 2 | FIM Solution should be able to create a single baseline that can be distributed to a group of servers to verify differences from baseline (i.e. configuration verification). | E | | | |
| 3 | FIM solution should provide capability for Execution of commands based on integrity violations. | E | | | |
| 4 | FIM Solution should be capable to distribute Policy files remotely via a console to one or more machines. | E | | | |
| 5 | Standard Policy templates should be available in the tool | E | | | |
| 6 | FIM Solution should have facility to group Files and directories together in policy template (rule blocks). | E | | | |
| 7 | FIM Solution should be able to Specify severity level to individual files and/or directories. | E | | | |
| 8 | FIM Solution should support file directory recursion. | E | | | |

| S.N | Minimum Technical Specification | E/ P | Bidder's Response | | |
|-----|--|---------|------------------------|-------------------------------------|-----------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| 9 | FIM Console can view status of machines. | E | | | |
| 10 | FIM Console should be able to group agents on various parameters. When a new node is added to the FIM console, the solution should automatically link the node into one or more asset groups, depending on the characteristics of the monitored node and any node tagging rule that are automatically applied to it. | E | | | |
| 11 | Ability to have monitoring (view-only) only consoles available for defined users. | P | | | |
| 12 | FIM Templates can utilize wildcards or variables (to encompass minor differences in file system contents between systems). | E | | | |
| 13 | FIM solution should be able to operate through firewall (ports opened). If FIM solution is deployed on assets which are in the restricted or untrusted zone, the critical assets from these zones should not communicate with the console directly. Irrespective of agent based or agent less deployment, the solution should have the ability to configure a proxy agent which can communicate with all the assets in these zones and transfer the required data to the console through a firewall. | E | | | |
| 14 | FIM solution should work well in low bandwidth connections i.e., the solution should have an agent that utilizes significantly less network bandwidth by virtue of its messaging and compression methods. | E | | | |
| 15 | FIM Solution should be able to monitor snapshot of database from console. FIM solutions should help gain visibility and control on unauthorized and unplanned changes to the database schema and/or its stored procedures (read, write or delete) to ensure unexpected changes to tables, indexes or links without affecting database's architecture and usability/performance. The solution should ensure privileges are configured properly, based upon standards such as CIS, PCI DSS etc., | E | | | |

| S.N | Minimum Technical Specification | E/ P | Bidder's Response | | |
|-----|--|---------|------------------------|-------------------------------------|-----------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | to avoid possibility of unintentional or malicious use (read, write, delete). It should also ensure some of the segregation of duty requirements for regulatory compliance (SOX, PCI, etc.) and data access to privileged users configured correctly (e.g. Developers have access rights to make upgrades, but no access to the data). | | | | |
| 16 | FIM should be able to easily and quickly update multiple baselines at once, in cases where routine maintenance and/or changes cause integrity violations. | E | | | |
| 17 | FIM should have ability to promote baseline which should be deployed automatically | E | | | |
| 18 | FIM should be able to auto-promote changes when real-time analysis of change indicates they are inconsequential or beneficial. FIM solution should have multiple options to automatically promote baseline. Options like (i) Promote to baseline by reference (ii) Promote to baseline by match (iii) Promote to baseline by version | E | | | |
| 19 | FIM Management console should be cross platform (i.e., Windows and Unix etc.). | P | | | |
| 20 | FIM Management console should detect status of agents. | E | | | |
| 21 | FIM should allow users to quickly compare two versions and quickly isolate changes or differences between versions. | E | | | |
| 22 | FIM agents should operate on different flavours of Windows, different flavours of Linux and different flavours of Unix (such as HP-UX (version B.11.31), AIX etc). | E | | | |
| 23 | FIM should be able to change agent passphrases from console. Passphrases are used in place of passwords. | P | | | |
| 24 | FIM should be able to Transfer only delta change information for each scan (after the first), not all configuration data each time | E | | | |
| 25 | FIM should be scalable to address | P | | | |

| S.N | Minimum Technical Specification | E/ P | Bidder's Response | | |
|-----|---|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| 26 | requirements of both individual departments and entire enterprise. Bank has multiple applications for different departments. In future the solution should be scalable to address requirements of other departments at enterprise level. FIM should be able to provide users access from anywhere to a single location which allows them to view, search, and compare configurations. | E | | | |
| 27 | FIM should be able to provide immediate access to detailed change information. | E | | | |
| 28 | FIM should be able to arrange and manage monitored components in a number of ways including by location, device type, and responsibility etc. | E | | | |
| 29 | FIM should enable explanations, descriptions, or labels to be annotated by users. | P | | | |
| 30 | FIM should provide standard sets of defaults and templates for each operating environment | E | | | |
| 31 | FIM should provide Role based access control to establish levels of access and control for specific groups of users. | E | | | |
| 32 | FIM should provide secure communication between devices and database. | E | | | |
| 33 | FIM should Inform authorized persons of when, how and who made changes. | E | | | |
| 34 | FIM should provide summary and detailed reports to management that various departments are in compliance with set security policies and should enable compliance monitoring with regulatory requirements such as CIS/PCI/ISO/ SOX/ FISMA/FDCC/ FFIEC /NERC /HIPAA/ JSOX/ GLBA and should report devices that don't meet established operational or regulatory policies | E | | | |
| 35 | FIM should analyse changes in real time to determine if they introduce risk based on conditions under which change was made, type of change made and user- specified severity of a change. | E | | | |
| 36 | FIM Console should have auditing facilities for any changes in FIM. | E | | | |

| S.N | Minimum Technical Specification | E/ P | Bidder's Response | | |
|-----|--|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| 37 | FIM Communication link between agent and console should be secure. | E | | | |
| 38 | FIM should be able to verify agent security and pass phrases. | P | | | |
| 39 | FIM should provide Interface launch commands (toolbar actions) (GUI Interface) to provide one click actions. | P | | | |
| 40 | Integration or links to change ticketing systems to correlate and match requested change tickets to actual changes. The bank currently uses HP SM9 (version 9.40). FIM solution should have a strong integration with Bank's existing ticketing systems, in order to classify changes as authorised or unauthorised against change request records in said system. If there is a high risk critical change, this integration should be able to open a ticket automatically in the change ticketing system | E | | | |
| 41 | Integrates with RSA security information and event management (SIEM) solutions to provide log management capabilities and correlate change and compliance status information with security event information from a single point of control. | E | | | |
| 42 | FIM should have ability to create tickets and/or incidents in Ticketing system based upon integrity violations. | E | | | |
| 43 | Integration into virtual management console to keep inventory information consistent and help secure virtual environments. | E | | | |
| 44 | FIM tool provided by the Bidder should be able to monitor network and security devices. The proposed FIM solution should have capability to monitor network and security devices such as Next Generation Firewalls, routers, switches, IPS etc. | E | | | |
| 45 | FIM should have multiple levels of reporting. | E | | | |
| 46 | FIM should provide executive level summary reports/dashboards. | P | | | |
| 47 | FIM should be able to send Reports via email. | E | | | |
| 48 | FIM should provide options to print | P | | | |

| S.N | Minimum Technical Specification | E/ P | Bidder's Response | | |
|-----|---|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | Reports. | | | | |
| 49 | FIM Reports should be archived locally. | E | | | |
| 50 | Reports clearly denote severity levels of integrity violations. | E | | | |
| 51 | Reports can be filtered and searchable. On all key parameters, reports should be searchable, filterable. | P | | | |
| 52 | Reports can be exported to other applications (CSV, xml or html format). | E | | | |
| 53 | FIM should provide capabilities to create on demand Reports. | P | | | |
| 54 | FIM reports should be easily customizable | E | | | |
| 55 | FIM should send alerts to a Web Console, email, SMSs whenever a high-priority file, content or configuration change is detected. | E | | | |
| 56 | FIM should alert users when configurations change and introduce risk or non-compliance and provides details on what change was made and who made the change. | E | | | |
| 57 | FIM should provide a single source of change information. | E | | | |
| 58 | FIM should specify the relative significance of a change according to the monitoring rules for a system component. | E | | | |
| 59 | FIM should enables searches of configuration histories and audit logs for specified content using a variety of search criteria and filters. | E | | | |
| 60 | FIM should allow searching to be predefined or saved for future use by all users. | P | | | |
| 61 | FIM should identify all devices whose configurations differ from their designated baselines, or either contain or are missing specified configuration settings. The proposed FIM solution should identify configuration drift on all device types. | E | | | |
| 62 | FIM should provide Audit logging that provides a change control record for all change activity by recording detected changes, added and deleted devices, modified user accounts, etc. | E | | | |
| 63 | FIM console should send alert when agent connections are lost. | E | | | |
| 64 | FIM should differentiate authorized vs. | E | | | |

| S.N | Minimum Technical Specification | E/ P | Bidder's Response | | |
|-----|--|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | unauthorized changes based on change window, who made the change, what the change was, etc. | | | | |
| 65 | FIM should have role-based and customizable user interface. FIM should provide Role based access control for different levels of users. | E | | | |
| 66 | FIM tool should provide sequence of events leading to security incident for deeper analysis of events. The proposed FIM solution should be able to capture and report context of the change. The solution should also have the ability to capture sequence of changes which may have lead to a security incident for deeper analysis. | E | | | |
| 67 | FIM should be able to compare an asset's configuration state against a pre-defined policy /baseline to determine whether or not the configuration is compliant and suggest remedial action. | E | | | |
| 68 | FIM should be able to seamlessly integrate file integrity monitoring data to immediately reassess upon detected changes (continuous monitoring). | E | | | |
| 69 | FIM should support pre-defined policy templates. | E | | | |
| 70 | FIM should support, Center for Internet Security (CIS) benchmarks/ NIST/DISA /Vmware/ ISO27001/ PCI/ SOX/FISMA/FDCC/NERC/COBIT out-of-the-box. | E | | | |
| 71 | FIM should support operational/ performance policies out-of-the-box for business-critical applications. The proposed FIM solution should have out of the box policies for business critical application, such as Database servers, exchange server , Web servers etc. | E | | | |
| 72 | FIM should have ability to easily modify standard rules, capture and automate own unique organizational needs | E | | | |
| 73 | FIM should have ability to report compliance status based on platforms/ applications/ devices etc | P | | | |
| 74 | FIM should provide out-of-the-box remediation guidance to help fix non-compliant configurations. If the FIM solution detects any changes | E | | | |

| S.N | Minimum Technical Specification | E/ P | Bidder's Response | | |
|-----|---|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | in configurations which do not comply with the best practice baseline such as CIS, PCI DSS etc. In this case the solution should suggest remediation advisory to fix the non-compliant configurations | | | | |
| 75 | Ability to systematically waive policy tests to seamlessly integrate into compliance processes and requirements. FIM should have ability to waive rules to test its impact | E | | | |
| 76 | Provides proof to management that various departments are in compliance with set security policies. Tool should carry gap analysis for set security rules and provide proof to the management and various departments. | E | | | |
| 77 | FIM should provide gap analysis of the rule compliance and provide the dashboard of the same. | E | | | |
| 78 | Ability to assign different weights to different tests that comprise a policy scorecard. | E | | | |
| 79 | Ability to ignore certain tests for certain periods of time (i.e., support for policy waivers). | E | | | |
| 80 | FIM should have ability to run, assess configurations against multiple policies without requiring a re-scan. | P | | | |
| 81 | Ability to report on current rule waivers in effect and their expiration dates. | E | | | |
| 82 | The FIM solution should use wide variety of cryptographic generation algorithms so as to detect evasion through signature weaknesses. FIM should be able to use cryptographic generation algorithms to monitor encrypted file to detect any integrity violation. | E | | | |
| 83 | The FIM solution should have a single Management console for all the above requested features. | E | | | |

12.15.2. Database Activity Monitoring

| S.N. | Minimum Technical Specifications | E/ P | Bidder's Response | | |
|------|--|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| 1 | The Solution should meet regulatory compliance such as SOX, PCI DSS, | E | | | |

| S.N. | Minimum Technical Specifications | E/ P | Bidder's Response | | |
|------|---|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | Data Privacy Law, GDPR etc. | | | | |
| 2 | Creation of an inventory through auto discovery of all databases and database users, deployed across the enterprise. | E | | | |
| 3 | The proposed DAM solution should be able to monitor in scope database without dropping any log. | E | | | |
| 4 | When scaling the solution, the solution must support both horizontal and vertical scaling without necessitating the replacement of existing infrastructure. | E | | | |
| 5 | The solution should provide optimum utilization of resources by using Load balancing between its devices, if it is using multiple boxes/ gateways. | P | | | |
| 6 | The product should comply and support IPv4 and IPv6 both and should support IPv6 ALG and NAT64 | E | | | |
| 7 | The solution must have temper-proof log storage capability. | E | | | |
| 8 | The proposed solution required monitoring should be delivered while solution is enabled and in blocking mode | E | | | |
| 9 | The solutions should support Virtual patching of database for known missing patches i.e., the solution should be able to virtually patch the know vulnerabilities automatically till a patch is installed for the same. | E | | | |
| 10 | The solution should support creation of policies/rules for enforcing access control and proper rights management on databases. | E | | | |
| 11 | The solution must support Reporting of deviations to the policies and access control | P | | | |
| 12 | Dynamic profiling - The Solution should automatically examine the traffic and create profile of their structure and behaviour. | P | | | |
| 13 | Solution should continuously learn the user and application behaviour in respect of accessing database. Learning should be a continuous process and should not stop after a certain stage. | E | | | |
| 14 | Solution should provide risk score of individual databases, based on combination of security alerts, discovery results, vulnerability assessment, | E | | | |

| S.N. | Minimum Technical Specifications | E/ P | Bidder's Response | | |
|------|---|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | sensitivity & confidentiality of data stored in the database. | | | | |
| 15 | Solution must monitor privileged user access or local SQL activity that does not cross the network such as Bequeath, IPC, Shared Memory, or Named Pipes | E | | | |
| 16 | DAM solution should identify abnormal server and user behaviour and providing early detection of possible attacks using outliers. For example: a) User accessing a table for the first time. b) User selecting specific data in a table that he has never selected before. c) Exceptional volume of errors d) Activity that itself is not unusual, but its volume is unusual. e) Activity that itself is not unusual, but the time of activity is unusual. | E | | | |
| 17 | Solution must support filtering /hiding of the bind variables of all the SQL activities captured | E | | | |
| 18 | The solution should not store sensitive data in plain text in logs generated by the application (e.g., passwords) | E | | | |
| 19 | Logs and audit-trail generated by the solution should not be editable by users/ administrator and should be read-only | E | | | |
| 20 | The Proposed Solution should support automatic updates to the signature database and based on global threat intelligence, ensuring complete protection against the latest threats. | E | | | |
| 21 | The Proposed Solution should support custom security rules. Administrators should be able to define rules for the positive or negative security model and to create correlation rules with multiple criteria. | E | | | |
| 22 | The solution must be able to perform content scanning for regular expression and patterns and should monitor nested queries | P | | | |
| 23 | Solution should be able to monitor and handle obfuscated statement | E | | | |
| 24 | Communication from Agent to management server must be encrypted | E | | | |

| S.N. | Minimum Technical Specifications | E/ P | Bidder's Response | | |
|------|--|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| 25 | Solution must be able to monitor database which run on non-standard port | E | | | |
| 26 | Solution should be able to classify the database/database-objects based on sensitivity and confidentiality of data based on PII, SPDI, PCI DSS guidelines or customized parameters. | E | | | |
| 27 | The solution should be capable of auto discovering sensitive/ confidential data, like credit card Numbers, Aadhaar or any PII in the database and offers the ability for customization. The solution should be capable of auto discovering sensitive/ confidential data, like Aadhaar or any PII in the database and offers the ability for customization. | E | | | |
| 28 | The solution should be able to auto discover privilege users in the database and should support user entitlement reviews on database accounts | P | | | |
| 29 | The solution should be able to auto discover default passwords in the default DB accounts | E | | | |
| 30 | Solution track the dormant accounts as per defined rule. | P | | | |
| 31 | The solution should inspect both incoming and out-going DB traffic, compare with the rules and generate alert. | E | | | |
| 32 | Solution should detect attacks on network protocols, operating systems, as well as application layer DB activity. | E | | | |
| 33 | Solution should capture and analyse all database activity, from both application user and privileged user accounts, providing detailed audit trails that shows the "Who, What, When, Where, and How" of each transaction. | E | | | |
| 34 | The solution should provide full details needed for analysis of audited events: date and time, raw SQL, parameters used, end username, source IP, source application, destination database instance, schema DB objects affected, command details, results generated, values affected etc. should be capable of capturing and reporting at a very granular level. | E | | | |
| 35 | Solution should detect attacks attempting to exploit known | E | | | |

| S.N. | Minimum Technical Specifications | E/ P | Bidder's Response | | |
|------|--|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | vulnerabilities as well as common threat vectors and can be configured to issue an alert and/or terminate the session in real time | | | | |
| 36 | The solution should discover misconfigurations in the database and its platform and suggest remedial measures. | E | | | |
| 37 | The solution should be capable of reporting missing patches and report the details of such patches and vulnerabilities associated with. | E | | | |
| 38 | Solution should have capability to track execution of stored procedures, including who executed a procedure, what procedure name and when, which tables were accessed. | E | | | |
| 39 | Solution should also able to detect any change happens in stored procedure | E | | | |
| 40 | Solution should have capability to monitor local access & encrypted connections (Oracle ASO, SSL, IPsec etc.) | E | | | |
| 41 | The solution should provide full details needed for analysis of audited events: Date and time, raw SQL, parameters used, end username, source IP, source application, destination database instance, schema DB objects affected, command details, results generated, values affected etc. should be capable of capturing and reporting at a very granular level. | E | | | |
| 42 | The solution should provide facilities for scheduling of reports with respect to time, type of activity, nature of event, violation of specific rules, user, source of origin, DB instance etc. | E | | | |
| 43 | Ability to mask or obfuscate Sensitive data in the result sets to the user. | E | | | |
| 44 | The solution support creation of different type of security and audit policies such as rule, report based on heuristic and content based. These policies should support customization. | E | | | |
| 45 | Ability to kill sessions for accessing sensitive data/policy violations and keeping all activity in the logs | E | | | |
| 46 | The solution should be capable of blocking access real time, execution of commands which violate the rules/ | E | | | |

| S.N. | Minimum Technical Specifications | E/ P | Bidder's Response | | |
|------|---|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | policies, store the events securely and report the same in real time. | | | | |
| 47 | The Proposed Solution should support Monitoring Mode and blocking Mode of Deployment. In monitoring mode, solution can generate alerts for unauthorized activity. In blocking mode, solution must proactively block the queries including blocking of matching signatures for known attacks like SQL injection. | E | | | |
| 48 | The solution should support installation of agents, update of agents, configurations updates, policy updates, start/ stop/restart etc., at all the databases from management server centrally. | E | | | |
| 49 | There should be no down-time of the OS or database for deployment of agents. | E | | | |
| 50 | The agent should not require a reboot of OS and DB after installation / configuration. Only one agent to be installed, no third-party agents permitted. All agents regardless of deployment mode should be managed from the centralized management console. The solution should not use any 3rd Party software/support for any purpose | E | | | |
| 51 | If the agent mal-functions or uninstalled or disabled on server, immediate alert to be issued. | E | | | |
| 52 | If the communication between agent and the console is lost, immediate alert to be issued. | E | | | |
| 53 | The solution should not use the native database audit functionality. The Solution should not employ native database transaction log auditing. | E | | | |
| 54 | The solution should be able to support/monitor all database activities in Oss like - AIX, UNIX, HP UNIX, Linux, Solaris, Windows and Databases like Oracle- MS-SQL, MySQL, postgres at a minimum. | E | | | |
| 55 | DAM solution should support integration with the Big Data platform and Data warehouse such as Exadata etc | E | | | |
| 56 | The solution should generate alert for | E | | | |

| S.N. | Minimum Technical Specifications | E/ P | Bidder's Response | | |
|------|---|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | any violation of security policy real time | | | | |
| 57 | All the reports should be generated at least time. | E | | | |
| 58 | The solution should discover all the databases with details i.e. IP, type, OS etc., available in the bank network | E | | | |
| 59 | The solution should also discover if any new database and DB objects created within the monitored network/systems. | E | | | |
| 60 | The solution must allow administrators to add and modify policies. | E | | | |
| 61 | The solution should log the actual client IP. | E | | | |
| 62 | The solution should auto profile the activities to filter noise or known false positives and should generate alert if any violation | E | | | |
| 63 | The solution support individual user access auditing for packaged applications like SAP, Peoplesoft etc., which the bank proposes to implement in future. | E | | | |
| 64 | Separate policies should be applied for different databases configured in DAM | E | | | |
| 65 | The solution should have pre-built templates for well-known security and audit policies. | E | | | |
| 66 | The resource overhead (hardware, software) for the agent should not exceed 5% of the normal requirement of the CPU. There should be only one agent. | P | | | |
| 67 | The solution should provide CPU, RAM, disk capping capabilities on agent-based solution | E | | | |
| 68 | The solution should have capability to facilitate rule creation at a very granular level. Example: Which user can connect from which source, access what objects, have which rights, at what time window etc. | E | | | |
| 69 | Rules also should allow blocking access depending upon different parameters like above. | E | | | |
| 70 | The Proposed Solution should include a Web based or thick client based single administration interface. | E | | | |
| 71 | The Proposed solution should have an out-of-band management capability. | E | | | |
| 72 | Management solution should support Role-Based Access Control or multiple | E | | | |

| S.N. | Minimum Technical Specifications | E/ P | Bidder's Response | | |
|------|---|---------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | user roles that facilitate separation of duties. i.e. Administrator (Super-User), Manager, read only etc. | | | | |
| 73 | The solution should support the following authentication mechanism for accessing the solution: | E | | | |
| | (i) In-built authentication in the solution | | | | |
| | (ii) Kerberos authentication | | | | |
| | (iii) LDAP authentication | | | | |
| | (iv) AD | | | | |
| 74 | (v) RADIUS authentication The solution must be able to operate in FIPS (Federal Information Processing Standard) 140-2 compliance mode. | E | | | |
| 75 | The Bank should be able to deploy or remove the DAM solution from the network with no impact on the existing databases or the network architecture. | E | | | |
| 76 | Support proper reporting and logging facilities. | E | | | |
| 77 | Should be able to report events and alerts via standard mechanisms for example to a syslog or SNMP server or a SIEM solution. | E | | | |
| 78 | The solution must support the creation of custom log messages and provide system variable placeholders mechanism to make this use case possible. For example, the Username placeholder looks like <code>\${Alert.username}</code> . | E | | | |
| 79 | The solution must support generation/ both predefined as well as custom built reports as per Bank's requirements with both tabular views, pdf and data analysis graphical views. | E | | | |
| 80 | The solution should have easy option to customize report without developing or require lot of customization/changes from scratch | E | | | |
| 81 | Alert should be generated in case of violation of rules through SMTP (mail). | E | | | |
| 82 | The solution should provide facilities for scheduling of reports with respect to time, type of activity, nature of event, violation of specific rules, user, source of origin, DB instance etc. | E | | | |
| 83 | The solution should be able to generate the reports in HTML, PDF, Excel & CSV, Excel formats | E | | | |

12.15.3. EndPoint Encryption

| S. N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-------|---|-------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| 1 | Solution should support encryption of following: | E | | | |
| | (i) Full Disk Encryption (Drive Encryption-FDE) | | | | |
| | (ii) File and Folder Encryption (FFE) | | | | |
| | (iii) Removable Media Encryption (RME) | | | | |
| | (iv) File Server | | | | |
| 2 | Solution should be able to encrypt files/folders on Desktops, mobile Laptops, network drives and external removable media (USB pen drives) with sector-based encryption. The solution should support SSD drives also. | E | | | |
| 3 | The solution should support following Operating Systems: | E | | | |
| | (i) Windows7/ Windows 8/ Windows 8.1/Windows 10 both 32 bit and 64 bit O/s to be supported. (ii) Mac OS X support - Ability to support MAC OS | | | | |
| 4 | The solution should be capable of integrating with the following for authentication: | E | | | |
| | AD - allows using domain user information instead of creating users manually in Encryption Solutions. LDAP | | | | |
| 5 | Solution should have capabilities to have Self-Extracting Files - Send encrypted email attachments and allow access to the attachment without requiring the recipient to install any additional software. | E | | | |
| 6 | Solution should be able to decrypt the contents and update the share folders only to the users with a matching encrypting key in network based encryption – whereas the data is encrypted on a share on a File Server | E | | | |
| 7 | Solution should work in offline mode when user cannot connect to the domain/ network. | E | | | |
| 8 | In event of machine failure, there should be facility to remove the hard drive from the system and extract contents by connecting to another machine. | E | | | |
| 9 | The solution should have self-service | E | | | |

| S. N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-------|--|-------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | portal for recovery of password / keys by the users, without intervention of administrator. This facility should be available both online and offline scenarios. | | | | |
| 10 | Solution should do automatic encryption and protect files by dragging them into encrypted folders | E | | | |
| 11 | Solution should be able to do automatic encryption with no requirement for user intervention when all files copied onto those devices. | E | | | |
| 12 | Leverage on AD Authentication to remotely access encryption server. | E | | | |
| 13 | Solution should use AES 256-bit encryption for full disk encryption on a computer. | E | | | |
| 14 | OEM should have their own encryption engine (should not use third party encryption components) for the following supported OS mentioned below and their higher versions: | E | | | |
| | a) 32 and 64-bit Windows 7 / Windows 8.1/Windows 10 Professional and b) MAC. | | | | |
| 15 | Solution should support SED (Self Encrypting Drives) with support for OPAL 2.0 and above. | E | | | |
| 16 | Solution should support Secondary / Multi Drive & extended partition encryption support | E | | | |
| 17 | Container/Partition Encryption support for removable media -Ability to encrypt removable media with container/partition encryption providing flexibility to user & protection to organizations, encryption that doesn't take up entire volume. | E | | | |
| 18 | Solution should be able to create Password protected encrypted container with a Media Viewer for sharing information with authorized users that do not have Encryption client installed. | E | | | |
| 19 | Solution should be able to reset password created for removable media encryption. | E | | | |
| 20 | Solution should provide logs centrally and capture all filenames written to | E | | | |

| S. N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-------|--|-------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | external encrypted USB media in logs. | | | | |
| 21 | Dynamic Key Provisioning - Ability to provide automated process for key creation & assigning. | E | | | |
| 22 | Autoboot - Seamless boot Up without additional authentication screen yet secure with encryption. | E | | | |
| 23 | Solution should ensure that specific files and folders are always encrypted, regardless of where data is edited, copied, or saved (Persistent File and Folder Encryption). | E | | | |
| 24 | Solution should support multiple active encryption keys at a time | E | | | |
| 25 | Encrypted Removable Media should be accessible to third party users without installation of any application or plugin on Windows and Mac systems. | E | | | |
| 26 | Network Pre-Boot Authentication - Ability to authenticate user through LAN N/W with AD at Boot Logon. | E | | | |
| 27 | Wireless Pre-Boot Authentication - Ability to authenticate user through WiFi N/W with AD at Boot Logon | E | | | |
| 28 | Cryptoerase / Remote wipe Securely erasing keys keeping Data unreadable on HDD. (HDD sanitization or Disposal policy) | E | | | |
| 29 | The encrypted External Media should be accessible both on Windows and Mac operating systems. | E | | | |
| 30 | The solution should be FIPS 140-2 certified or compliant. | E | | | |
| 31 | Solution should be capable to manage /authenticate users / systems who are not a part of AD | E | | | |
| 32 | Solution should support all types of known filesystems (FAT, exFAT, NTFS) | E | | | |
| 33 | Solution should do not prevent repair of bad sectors on non-SED drives (Self encrypted drives). | E | | | |
| 34 | OS Corruption: Solution should have recovery Tool to allow for unlocking encrypted drive to recover data without decryption in case of OS corruption and also ability to attach encrypted disks to another workstation and unlock drive. | E | | | |
| 35 | Solution should have the capability to roll back to the original state in case of mal-functionality | E | | | |
| 36 | Solution should provide with multi- | E | | | |

| S. N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-------|---|-------|---------------------|-------------------------------|--------------------|
| | | | Compliance (Yes/No) | Reference Document & Page No. | Deviations, if any |
| | factor authentication, If not, it should be capable of integrating with MFA solution proposed in current RfP. | | | | |
| 37 | Solution should have ability to customize user message prompt to provide approved message or instructions prior to performing removable media encryption. | P | | | |
| 38 | Solution should log encryption activity and state. Logs should be stored centrally and on endpoint | E | | | |
| 39 | Reports | E | | | |
| | The solution should have pre-defined reports. | | | | |
| | The solution should allow for customizing and Ad-hoc reports | | | | |
| | The reporting module shall report Total number of endpoints managed i.e., on which the agents are installed. | | | | |

12.15.4. MultiFactor Authentication

| S.N. | Minimum Technical Functionality | E / P | Bidders Response | | |
|---------------------------------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| A. General Functionality | | | | | |
| 1 | The proposed solution should support Soft Token (TOTP, OTP) /Hardware Token/Push Notification /Email tokens from day one. | E | | | |
| 2 | The proposed solution should be able to provide multifactor authentication for Windows and Linux Operating systems etc. | E | | | |
| 3 | The proposed solution should be able to provide multifactor authentication for Mac Operating System. | P | | | |
| 4 | The proposed solution be able to provide multifactor authentication for VPNs, Firewall, Network Switch's, Router, Wireless controllers, web proxy etc. | E | | | |
| 5 | The proposed solution should provide multifactor authentication for emails (server & end users) i.e., should be able to be integrated with eMail servers when deployed on-prem. | P | | | |
| 6 | The proposed solution should provide multifactor authentication for in-house developed Web based application. | E | | | |

| S.N. | Minimum Technical Functionality | E / P | Bidders Response | | |
|------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| 7 | The proposed solution should provide multifactor authentication for cloud service providers like Azure, AWS, cloud SaaS solutions Office 365. (Bank is already using Microsoft O365, hence the solution should be integrated with the same for providing MFA). | E | | | |
| 8 | The solution should support Android, Windows and IOS for soft token. | E | | | |
| 9 | The proposed solution should be able to customize the Time-Based One-Time Password (TOTP) frequency | E | | | |
| 10 | The proposed solution should have single console for management, configuration, and monitoring. | E | | | |
| 11 | The proposed solution should offer APIs to either extend or customize the applications. | E | | | |
| 12 | The proposed solution should provide automated audit and access logs reports for any access violation. | E | | | |
| 13 | The proposed solution should have manageability over web application console using HTTPS protocol | E | | | |
| 14 | The solution should support integration with Mobile Application Management (MAM) solution. | P | | | |
| 15 | The proposed solution should support user self-servicing and password management functionality to allow users to manage their own registrations and passwords without administrator intervention | E | | | |
| 16 | The proposed solution should provide custom reports like based on GEO location, Access Type, Time etc. | P | | | |
| 17 | The proposed solution should provide strong emergency login mechanism during solution malfunction. | E | | | |
| 18 | The proposed solution should be able to integrate with AD, LDAP solution for user authentication | E | | | |
| 19 | The proposed solution should not store any users credentials on database. The OTP seeds, if stored should be in encrypted format and must have integration capabilities with HSM solution. | E | | | |
| 20 | The proposed solution should be able to provide the original IP and geo | P | | | |

| S.N. | Minimum Technical Functionality | E / P | Bidders Response | | |
|------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | location of the user making the access request | | | | |
| 21 | The proposed solution should be able to disable/Wipe the soft token remotely in case of any security incidents. | E | | | |
| 22 | The proposed solution should provide proprietary mobile app for IOS, Android and Windows. | E | | | |
| 23 | The proposed solution should have inbuilt two factor authentication for accessing MFA admin console. | E | | | |
| 24 | The Client agent should have anti tamper password i.e., requires additional credential to uninstall from user machine. | E | | | |
| 25 | The proposed solution should be able to deploy agents remotely. | E | | | |
| 26 | The proposed solution should support Adaptive / Risk based authentication capabilities | P | | | |
| 27 | The proposed solution should support hard tokens from other OEMs as long as they are OATH compliant. | E | | | |
| 28 | The proposed solution should support both Open ID and SAML 2.0 natively and should be able to integrate with ADFS. | E | | | |
| 29 | The proposed solution should support failover to the authentication server at the DR site when the authentication server at primary site goes down. There should not be any disruption in services to the user. | E | | | |
| 30 | The Solution should have Inbuilt Reporting for Secure Access, Successful/Failed Authentication, System Reports and other authentication Reports. | E | | | |
| 31 | Information for all policies, groups, and roles should be stored in a database and should be encrypted. | E | | | |
| 32 | The system should allow the administrators to create temporary policies and apply these policies to temporary subset of users in order to validate the settings applied. | E | | | |
| 33 | The Authentication Mechanism should provide capabilities to prevent Brute Force Attacks and should be able to send alerts to the Admin/Helpdesk in case of a brute force attack on a user | E | | | |

| S.N. | Minimum Technical Functionality | E / P | Bidders Response | | |
|--|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | account. | | | | |
| 34 | The communication between central server and endpoints irrespective of their location should be secured with encryption. | E | | | |
| 35 | Industry grade TLS 1.2 or better ciphers should be used for data flow between Central server and clients | E | | | |
| B. Performance Scalability and Availability | | | | | |
| 36 | Minimum utilization of system resources on endpoints i.e. system resources used by the agent has to be below 10% and the memory utilization should be within 200 MB. | E | | | |
| 37 | Minimum utilization of network bandwidth while authentication client should not utilize bandwidth more than 1 Mbps | E | | | |
| 38 | The agent should be dormant/idle when not performing any authentication activities. | E | | | |
| 39 | The solution agent size should be less than 100 MB | E | | | |
| C. Administration | | | | | |
| 40 | Administrator should be able to create customized dashboard to view compliance status and history. | E | | | |
| 41 | Administrator should be able to view current user status in detail. | E | | | |
| 42 | Administrator must be able to generate all type of reports in pdf, csv and excel format. | E | | | |
| 43 | Administrator should be able to configure email to send, daily, weekly compliance reports | E | | | |
| 44 | Administrator must be able to define role-based access to the various function areas of the solution and restrict user role including, but not limited to, administration, reporting, event filtering, correlation, and /or dashboard viewing. | E | | | |
| D. Integration | | | | | |
| 45 | Integration with SIEM to analyze and parse security events/logs generated. | E | | | |
| 46 | Integration with Active Directory to import OU & Groups for administration task and management. | E | | | |
| 47 | The proposed solution should be able to integrate with third party applications such as IDAM, PIM, NAC | E | | | |

| S.N. | Minimum Technical Functionality | E / P | Bidders Response | | |
|------|---------------------------------|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | etc. | | | | |

12.15.5. Asset and Patch Management (APM)

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-----------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| A. | General | | | | |
| 1 | The solution shall provide for life cycle management for both hardware and software assets. The solution shall track the life cycle through Purchase, In production, Renewals, End of Life and Disposal stages of the IT Assets. Solution shall provide alerts for each stage of any such IT Asset | E | | | |
| 2 | The Information Technology Asset Management Solution shall be defined as scalable Web based solution with integrated Configuration Management Database (CMDB) which shall be responsible for management of all IT Assets of the Bank. | E | | | |
| 3 | Proposed Solution must have Single Agent for Asset Management, Patch Management and Software Distribution etc., with connection of Agent to Common CMDB, without integrating multiple Application & database Instance. | E | | | |
| 4 | The solution should support various discovery protocols based on network range, AD domain, LDAP directory structure and SNMP enabled devices | E | | | |
| 5 | The solution should be capable of integrating with Microsoft Active Directory, LDAP for user authentication etc. The solution should provide & support API integration with Network Management Software etc. | E | | | |
| 6 | Provided Solution should support One-click Server Software upgrade for future Updates / Upgrades including O.S Security Patches, Databases Updates which are needed for Later Versions. | E | | | |
| 7 | Solution should provide all Domain User with integrated Self Service Portal access with Knowledge Base | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | and should allow administrator upload software executable's (manual & automatic), scripts, and other common files & software's under User Self Service User Portal, to enable end-users use. | | | | |
| 8 | Solution should provide accessibility via Secured transmission protocols like Secure Shell (SSH) version 2, Secure File Transfer Protocol (SFTP) and HTTPS are used for all scoped system's maintenance and administration connectivity purposes. | E | | | |
| 9 | Solution Should Utilize Wake on LAN capabilities for after office-hours maintenance like Operating System Patches Installation, Software Distribution & maintenance task, etc. | P | | | |
| 10 | The solution should also have the capability to integrate with On-Premise and SaaS based email System with OAuth 2.0 Support | E | | | |
| 11 | The solution should have the admin module to administer the users. As the Bank have wide branch network with Regional offices acting as Local admins, the solution should be capable to offer local admin roles to bank's staff with all capabilities based on role assigned to them. | E | | | |
| 12 | The Solution should have ability to throttle bandwidth statically and dynamically and this throttling must support up and downstream throttling for both the server and agents. | E | | | |
| 13 | The Solution must include agent software that is deployed on all managed devices having OS: All flavors of Windows Server and End points with supported OS, Linux RedHat, Mac (Desktop, Enterprise versions)), HP-UX, Solaris etc. | E | | | |
| 14 | Solution should provide agentless facility and an out-of-box agent deployment tool for installing agents and it should be able to take feeds from Active Directory, Domains and manually. It should also support the following agent deployment methods – Active Directory Group Policies, | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | software distribution tools, manually installing the agent etc. | | | | |
| 15 | The solution should support local distribution points through preferred servers and endpoints directly or through Relay server. | E | | | |
| 16 | The Agents able to dynamically connect to the next Distribution Point if the Distribution Point assigned to the agent is not available. | E | | | |
| 17 | The solution should prevent users with admin rights to uninstall the agent (The solution should be uninstalled only by the central administrator of the inventory management) | E | | | |
| 18 | The Solution should be able to hide the agent from the Desktops "Add/Remove Program" list from the central console or restrict users from uninstalling the agent. | E | | | |
| 19 | The Solution must provide a remote agent deployment utility for installing agents remotely. The tool should be able to use Active Directory and Local Administrator Authentication for deploying agents to remote computers. | E | | | |
| 20 | The agent deployment strategy should also consider use of the following agent deployment methods: | E | | | |
| | (i) Active Directory Group Policies to deploy agents at domain login | | | | |
| | (ii) login scripts to deploy agents at domain login | | | | |
| | (iii) Use of existing 3rd party software distribution tools as available. | | | | |
| | (iv) Manually installing the agent where no other methods succeed. | | | | |
| 21 | The Agent should be able to coexist with other end point clients like antivirus, DLP, NAC, EndPoint Encryption, Application whitelisting Solutions, MFA, Proxy Client etc., without any conflict. | E | | | |
| 22 | The agent should be configurable for quiet periods in which no work is done and with throttling features at client and Server sides | E | | | |
| 23 | The agent footprint should be such that memory requirements will be under 20MB and CPU utilization on | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|----------------------------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | average be no more than 2%. | | | | |
| 24 | The solution should have the ability to configure machines in all power saving modes (performance/ balanced/ power saving) for supported OS. | P | | | |
| 25 | The solution should have ability to execute a script before and/or after installation. It should also support custom script based execution. Script should be provided by the bidder. | E | | | |
| 26 | The solution should support multi-task distribution of software/ patches for wide scale distribution. | E | | | |
| 27 | The Solution should also be able to start/stop any service, enable / disable any network share or USB on targeted endpoint | E | | | |
| 28 | The Solution should Integrate with Bank AD, Email and SMS Gateways | E | | | |
| 29 | The solution should support PCI compliance/ OVAL/ SCAP scan for integrated endpoints | E | | | |
| 30 | The Solution should operate without requiring the devices to belong to a Domain or Active Directory. The Solution shall be capable of integrating with one or more Active Directory structures if present; but should not require the schema to be extended. | E | | | |
| B. Asset Management | | | | | |
| 31 | Asset management solution must manage assets from purchase to salvage i.e., from the beginning to the end of an asset's life cycle and track assets from the time it is purchased to when it is retired. | E | | | |
| 32 | The solution should enable the Bank to manage assets which are connected over the WAN and also remote systems which are connected over Internet. | E | | | |
| 33 | The solution should manage IP address and device name changes in endpoints without losing history. It should also maintain ownership record of each device. | E | | | |
| C. Asset Discovery | | | | | |
| 34 | Solution should be able to identify the IT Assets inside the Bank's network | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | through Agent Based and Agentless discovery techniques along with the functionality of distributed scan/discovery. | | | | |
| 35 | The Solution should Identify software and hardware configurations from a central location for complete corporate Bank's IT Infrastructure spread over a network of Branches, ROs & offices which are connected via MPLS WAN Network, SSL VPN etc., with bandwidths ranging upto 2Mbps. It should provide complete hardware and software information from all the end-user computing devices. | E | | | |
| 36 | The Solution should have capability for discovery of end-user computing devices based on range of IP addresses or IP subnets. | E | | | |
| 37 | The Solution should have ability to create customized inventory scans based on business unit like branch, region, office etc. or for only specific asset class at pre-defined time periods. | E | | | |
| 38 | The Solution Should provide Scheduler to determine when the inventory scans can be scheduled for specific group of devices at pre-defined intervals. Solution should provide scheduled/ on demand scan. | E | | | |
| 39 | The solution should have full inventory scan for newly discovered devices for all hardware and software. All subsequent scans should be delta scan only. | E | | | |
| 40 | Asset Discovery should gather information on the number and type of Hardware components Processors/ Core/ USB/Network Card/ USB etc.), Drivers/ Firmware, Graphics and Audio, Hard Drives, Hosted Virtual Machines, Logical Volumes, Memory, Network Interfaces, Operating System Updates Applied, Out of Band Management, Peripherals, Ports and USB Controllers, Processors, Removable Media, Software installed, Storage Controller, System Information, OS Update Information. | E | | | |
| 41 | Asset Discovery should gather | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-----------------------------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | information on: | | | | |
| | (i) Make & Model of Hardware Components (Asset/ Motherboard /RAM/Hard disk etc.) | | | | |
| | (ii) Serial Nos of Hardware Components (Motherboard/ RAM/Hard disk etc.) | | | | |
| | (iii) BIOS Details/ OS & Service Pack/ Build /Version Details | | | | |
| | (iv) IP/MAC Addresses. | | | | |
| | (v) Make & Model of Hardware Components (Asset/ Motherboard /RAM/Hard disk etc.) | | | | |
| | (vi) Serial Nos of Hardware Components (Motherboard/ RAM/Hard disk etc.) | | | | |
| | (vii) Peripheral Devices connected to the Assets | | | | |
| | (viii) Software Discovery – Applications (including Virtualized) / Software/ Patches etc. | | | | |
| 42 | Solution should check for entry of new end points into the Bank's network and trigger alerts based on varies discovery method. | E | | | |
| 43 | The solution should have capability to discover all unmanaged devices like desktops, servers, laptops, printers, switches and routers. Even if devices are behind firewall, necessary permission will be provided | E | | | |
| 44 | The solution should have the ability to identify and maintain records of virtual hosts | E | | | |
| 45 | The System should be able to do automatic identification of the following software attributes (not exhaustive): | E | | | |
| | (i) Product name | | | | |
| | (ii) Product version | | | | |
| | (iii) Manufacturer | | | | |
| D. Asset on Boarding | | | | | |
| 46 | Network On boarding: The solution should be able to onboard any new or existing IT Assets Solution should connect through MPLS VPN, leased line, GPRS etc to collect the information. | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-------------------------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| 47 | <p>Manual On boarding: For IT Assets not connected to the network, Solution shall allow for manual on boarding of the Assets. Manual on boarding shall be done through either or through a combination of the below:</p> <p>(i) Upload of Asset data files (excel/word) into the solution.</p> <p>(ii) Upload of Asset data using QR Codes/Bar Codes</p> <p><i>For IT Assets on boarded manually, which have been on boarded through any of the above methods, solution shall conduct a data integrity check as and when such assets are connected to the network. Any deviations should be triggered to the solution admin for rectification.</i></p> <p>Note: Bank has not yet employed a QR/Bar Code Solution. Successful Bidder may intimate the availability of the same in the technical specification</p> | E | | | |
| 48 | <p>Automatic On boarding: Once the discovery of the IT Assets has been completed, such assets should be on boarded to the solution with all the details as specified in discovery of assets section of RfP.</p> | E | | | |
| E. Asset Tagging | | | | | |
| 49 | <p>User Tagging: For proper management of the IT Assets, each asset must be tagged to a user/owner for which Asset Tagging capability should be available in the system. Tagging shall be implemented either through Active Directory interface or any other interface, which the bidder has to provide and support.</p> <p>This tagging should be dynamic and should cater to situations such as movement of asset/movement of user/ addition or deletion of components & peripherals in the IT Asset and reflect change. The tagging should be unique and customizable.</p> | E | | | |
| 50 | <p>Physical Tagging: For all IT Assets physical tagging of Assets is required, as per the Tagging Scheme advised by the bank, Physical Tagging will be</p> | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-------------------------------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | done by bank Team. The Software should generate Unique Asset ID for each Asset | | | | |
| F. Asset Inventory | | | | | |
| 51 | Asset Inventory should be stored along with date stamps & track changes like installation/ un-installation, configuration changes, user/owner changes should be reported with in web-console. | E | | | |
| 52 | IT Asset inventory should include all the details of hardware such as Vendor, Serial Number, Chip Set, CPU information, RAM, numbers of CPUs & Cores, Detail information on Network devices, internal & peripheral disk drives, BIOS details, IP/MAC addresses, End Point/Device name, End Point/Device model, Hard Disk, Storage Devices details, all application and software including in house developed applications /programs, virtualized applications, OS versions and Service Pack information, patch information, services running on the Device etc. | E | | | |
| 53 | Asset Tracking – the solution should be capable to identify and track change in the location of assets, increase or decrease the number of assets, track assignment status and user information. | E | | | |
| 54 | The solution should have ability to track changes in inventory | E | | | |
| 55 | The solution should be able to consume CSV files so that data in CSV files can be tied with managed devices. It will help in inventorying stand-alone/ old/unused devices | E | | | |
| 56 | All hardware asset information shall be recorded in the management server and some of the basic information shall include but not limited to: Computer name, Computer Model, IP address, Operating system, CPU speed & type, Hard disk space, attached peripherals etc. | E | | | |
| G. Contract Management | | | | | |
| 57 | Bank purchases IT Assets by entering into contracts with multiple service providers. The solution should be able | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-----------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | to manage such contracts. | | | | |
| 58 | Contract Creation for all on boarded IT Assets. Contract Creation maybe at the time of onboarding or at a later date. | E | | | |
| 59 | Contract Creation may include upload of details & documents of Service Level Agreement & Bank Guarantees. | E | | | |
| 60 | Contract tracking by providing alerts and triggers regarding completion of contracts/ renewals due. | E | | | |
| 61 | Online maintenance of Contract Documents. | E | | | |
| 62 | Solution must have the ability to import contract information like Purchase Order, AMC Contract etc. from an external source like Excel / CSV file & link with specific Assets. | E | | | |
| H. | Software and License Management | | | | |
| 63 | Bank purchases licenses for multiple applications based on the number of Users / Servers / Units / Subscription / Enterprise / Site / CAL etc. The Solution should have the capability to manage Software License Management (SLM) which involves software license tracking, documenting, and controlling how and where software is used in the Bank. The tool should assist in complying with license agreements, i.e., end-user license agreements (EULA). | E | | | |
| 64 | The solution should maintain up-to-date software inventory to provide complete visibility of the software's installed in the Bank environment for achieving software compliance. | E | | | |
| 65 | Should maintain the Catalogue of software from all major OEMs/ Principals and should alert the admins regarding updates released on periodic basis | E | | | |
| 66 | The solution should support licensing management for all major licensing solution providers such as Adobe, Oracle, Microsoft, RedHat, IBM, VMWare etc. | E | | | |
| 67 | Should have the capability to manage the entitlement of the licenses based on user (through AD/IP segment etc.) | E | | | |
| 68 | The solution should support software | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | metering so that actual use of software can be established. It will help in redistribution of software from unused device to new demanding device | | | | |
| 69 | Should provide trigger based alerts on the criteria set by the admin and provide for license metering. | E | | | |
| 70 | Should provide details such as Quantity of licenses purchased and deployed in Windows and Linux Operating system. | E | | | |
| 71 | The solution should be able to remove unauthorized, unlicensed software or any software installed in the endpoints and servers as required by Bank through the central management console. | E | | | |
| 72 | The solution should have option to configure for prohibited / blacklisted software. | E | | | |
| 73 | The Analysis information should include the following information (but not limited to) with the ability to drill down for more detailed views: | E | | | |
| | (i) Publisher name | | | | |
| | (ii) Software title name | | | | |
| | (iii) Software title version | | | | |
| | (iv) Total runs Count | | | | |
| 74 | The System should be able to return Data regarding software inventory process statistics: | E | | | |
| | (i) Software scan time | | | | |
| | (ii) Software scan duration | | | | |
| | (iii) Software agent version | | | | |
| | (iv) Total products reported | | | | |
| 75 | Software catalogue should allow for the entry of custom developed software titles & custom classification of standard applications based on user preferences | E | | | |
| | | | | | |
| 76 | The System should be able to recognize files with hidden attributes that is in the following: | E | | | |
| | a) hidden files and b) hidden directories | | | | |
| 77 | The Solution should have ability to track standalone executable based | P | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-----------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | applications on each computer i.e. Applications that do not need to be installed but just needs to execute a standalone program. (Standalone applications/ executable/ portable programs need to be tracked by the system) | | | | |
| 78 | The System should be able to Identify software installations which occur outside approved channels (each change in the system to be tracked and alerted). | P | | | |
| I. | Life Cycle Management | | | | |
| 79 | Solution should enable to keep track of the warranty details of the IT assets. | E | | | |
| 80 | Solution should fetch the warranty information & the service tag automatically for the majority of Hardware OEMs like Dell, Lenovo, HP etc., for both endpoints and servers. | E | | | |
| 81 | The solution should also support tracking of warranty/AMC information of covered endpoints and raise expiration alerts | E | | | |
| 82 | The Solution should be capable to support each local admin for Maintaining / Monitoring of Contract & SLAs with different AMC Vendors. | E | | | |
| J. | Remote Desktop | | | | |
| 83 | The solution should provide desktop admins capability to take remote control of endpoints by initiating a web based connection for maintenance, to resolve issues without initiating a desk-side visit (All client licenses, if required has to be provided by the bidder). This feature should support: | E | | | |
| | (i) Transfer of files during remote session. | | | | |
| | (ii) Chat - Administrators should be able to initiate a chat session with the user to seek any assistance or collaboration. | | | | |
| | (iii) Multi-monitor upon establishing a remote connection. | | | | |
| | (iv) Collaborative sessions | | | | |
| 84 | Privacy – The solution should have provision to seek permission from user before establishing a remote connection | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-----------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| 85 | The solution should have option to initiate remote session and troubleshoot from anywhere, anytime using mobile devices. | E | | | |
| 86 | The remote access should be supported for Windows OS, Windows server OS, Linux and Mac. | E | | | |
| K. | USB Device Management | | | | |
| 87 | The solution should be able to control the various USB devices by enforcing device restrictions with USB security management. | E | | | |
| 88 | The solution should support enabling/disabling the following USB devices: Portable storage devices, Bluetooth, CD-ROM, Printer, Modem etc. | E | | | |
| 89 | The solution should provide facility to record usage of portable storage devices, CDs, Pen drives etc. The solution should provide the following information: Device name, user name, device type, time duration etc., which are required for auditing purpose. | E | | | |
| 90 | The solution should enable configuration of USB alert settings to notify users whenever they plug in restricted device. | E | | | |
| L. | Patch Management | | | | |
| 91 | The Patch Management solution should have the capability for Remediation i.e., Continuously deploy, monitor, detect and enforce patch management policies. | E | | | |
| 92 | The solution should maintain Vulnerability Database which should be synced periodically with the Central Patch Repository at the OEM end (daily and on-demand). | E | | | |
| 93 | Solution should be able to do assessment for currently deployed patches and scope to deploy latest patches on all the: | E | | | |
| | (i) Windows Desktop (7 to 10) professional and standard editions | | | | |
| | (ii) Servers i.e., Windows Server (2008 to 2019), RedHat Linux (3.x to 7.x), Ubuntu, Mac, Debian, CentOS, AIX etc. The OS may be standard or enterprise edition | | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| 94 | The Patch management solution should support the range of third-party applications to apply the appropriate patches released by the respective OEMs like: Mozilla, java, Chrome, MS Office, Adobe, Citrix, Real Player, Team viewer, RDP, WebEx, VNC, WinRAR, WinZip, 7Zip, Wireshark, PDF Sam, Network/Sound/Video drivers, VLC, Skype etc. | E | | | |
| 95 | The solution should support service pack installation for Microsoft (desktop and servers). | E | | | |
| 96 | The solution should support installation of service packs on multiple systems simultaneously by using already downloaded service pack. | E | | | |
| 97 | The system should support suspend and resume service pack installation and also should have feature to view the status of service pack installation. | E | | | |
| 98 | The solution should carry out periodic scan of all the machines connected over the network for missing patches and the report / data should be available on the central console of the operator. | E | | | |
| 99 | System health Status- the solution should enable to classify the health status of the systems in the network based on the number of missing patches, based on which the operator can narrow down the systems that need immediate attention and take effective measures. | E | | | |
| 100 | The offered solution should support the event-driven remediation i.e., automatically initiate the process on receipt of a critical patch. | E | | | |
| 101 | The system must be intelligent to check the relevance of the computer before deploying a patch after download on the endpoints and servers. | E | | | |
| 102 | The solution should enable create test groups and automate installation of patches on the test systems and | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | observe the performance before deploying to rest of the systems in the network. | | | | |
| 103 | The solution should allow to decline non-severe patches as well as patches for a specific group of computers. | E | | | |
| 104 | Able to determine if the patches on a machine (servers and endpoints) are correctly installed. | E | | | |
| 105 | The solution should allow console user to deploy patches to all agents from the central console. | E | | | |
| 106 | The solution should allow console user to define different patch deployment policies, such as: (i) Configure the week(s) and day(s) on which the deployment should take place (ii) The time interval within which the patch should be installed (iii) Reboot policy (iv) Skip Deployment (v) Wake computers on LAN before deployment | E | | | |
| 107 | Solution should be able to identify and report the machines (servers and endpoints) that have installed the patch that is to be rolled back. | E | | | |
| 108 | Solution should support rollback of patches and service packs applied on endpoints and servers. | E | | | |
| 109 | The solution should be able to provide audit reports to help in compliance with Patching requirements. | E | | | |
| 110 | The solution must be capable of using existing client computers as distribution points at remote sites without the need for allocating dedicated servers. | E | | | |
| 111 | The solution should support granular control over re-boot process after patch deployment like prompting user, allowing user to differ, rebooting immediately if no one has logged on etc. | E | | | |
| 112 | The solution must be able to provide patch deployment status monitoring. It must allow console operators to | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-----------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | deploy multiple patches at one time without the need to restart the computers. | | | | |
| 113 | Proposed solution should support standard vulnerability management data repository like NIST & NVD and report should provide CVE's Validation for identified vulnerabilities | E | | | |
| M. | Reporting and Dashboard | | | | |
| 114 | It should provide a powerful reporting engine that enables administrators to schedule large batch reports, which can be automatically e-mailed to multiple recipients. Reports can be created in multiple formats such as PDF, HTML, CSV, XLS and TXT, and revisions of past report output can be archived. | E | | | |
| 115 | The Solution should provide history capability till each asset level for hardware/software changes for troubleshooting/ auditing purposes | E | | | |
| 116 | The System should be able to report last logged in user for any particular asset. | E | | | |
| 117 | The Solution must be capable of proactively reporting changes to managed devices within few minutes of detecting change or upon executing any action deployed from the server. | E | | | |
| 118 | The Solution should be capable of generating license compliance reports for both Windows and non-windows OS platforms. | E | | | |
| 119 | The Solution should show trending and analysis of security configuration changes through advanced reporting. | E | | | |
| 120 | The solution should enable: | E | | | |
| | (i) Customs reports in tabular format | | | | |
| | (ii) Query Builder for Reports / Query based Reports | | | | |
| | (iii) Flash Reports Summary Reports | | | | |
| | (iv) Functionality to export Report to .csv, .xls and .pdf format | | | | |
| | (v) Reports Scheduler – Auto generation & Distribution | | | | |
| | (vi) Report Analysis | | | | |
| | (vii) Save & Store Customized reports | | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|-----------|--|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | (viii) Customizable Dashboard with standard information | | | | |
| 121 | The Solution should allow console users to create custom queries on hardware asset information to be retrieved by the agents. | E | | | |
| 122 | The Information reported should not be more than 1 day old for devices that are active on the network. | E | | | |
| 123 | The Solution should have ability to create multiple reports within the dashboard to map to Bank's security requirements and environment. | E | | | |
| 124 | The Access to reporting function should be controlled based on rights assigned by the Super Administrator. | E | | | |
| 125 | The Solution should allow console operators to visualize Pie Chart or Bar Charts of Captured Asset details on dashboard. | E | | | |
| 126 | The Solution should allow console operators to customize and save the reports without the use of third-party reporting tools | E | | | |
| 127 | The Solution should allow console operators to drill-down from the report to the specific computers. | E | | | |
| 128 | The solution should have auditing capabilities (audit logs to be made available for all the activities done through the inventory management tool). | E | | | |
| 129 | Solution Should provide User Role and Device group controls to restrict access to device administration to segregate Branch Administrators and their target devices | E | | | |
| N. | Service Desk (if bidder does not use the Bank's existing HP SM tool and propose new tool for service / help desk functionalities) | | | | |
| 130 | The solution should utilize the configuration management database (CMDB), which should help desk administrators to provide remote support, distribution of software update, patch deployment and auditing of compliance etc. | E | | | |
| 131 | The service desk should be customizable for: a) SLA management b) Workflow management c) Escalation | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | d) Email notifications e) Creation of process for standard, repeatable tasks, which should include multiple interdependent activities which may have defined sequence and requires approvals at multiple levels: (i) Onboarding of new employees (domain id request), request and approval. (ii) USB access requests from end users and approvals. (iii) Internet access requests from end users and approvals etc. | | | | |
| 132 | The solution should support queue based ticketing systems for incidents and process. The assignment of tickets should be automated based on hierarchical categories or manually assigned, and escalation notifications can be set to generate email alerts if tickets are not promptly addressed. Tickets can also be set up with parent-child relationships to automate closure of dependent tickets and add structure to related tasks that must be completed prior to closure of ticket. | E | | | |
| 133 | The solution should track ongoing service processes and reports changes in ticket status to appropriate parties. The solution should support detailed reports to track help desk performance and responsiveness, including the granular ability to define and track resolution timeframes. The solution should have pre-defined reports and should have custom report wizard make it easy to assess compliance with service level agreements (SLAs) and overall service desk workload. Service desk tickets can also be archived for compliance-audit and other purposes. The end result is improved help desk management for SLAs and reporting, as well as increased user satisfaction. | E | | | |
| 134 | The solution should provide end users with self-service portal where they can access a flexible knowledge base for self-help, locate hardware and | E | | | |

| S.N. | Minimum Technical Specifications | E / P | Bidder Response | | |
|------|---|-------|-----------------------|-------------------------------|--------------------|
| | | | Compliance (Yes / No) | Reference Document & Page No. | Deviations, if any |
| | software inventory information for their systems, install IT-sanctioned software packages, and submit and view the status of their support tickets. They can also follow IT-generated links to other self-service tools such as Password Manager, for completing self-service password management tasks. Secure user authentication should be provided via integration with Active Directory/LDAP, while single sign-on allowing users to easily and seamlessly access the user self-service portal with their corporate logon credentials. | | | | |
| 135 | The Service Desk should be integrated with OEM provided mobile App for Android and iOS devices, to enable end users to review and respond in real-time to service desk notifications and submit service desk tickets etc. | E | | | |

12.15.6. [Integration of Solutions with Banks Existing CSOC Solutions](#)

| S.N. | Solution | Bidder Response for Integration (Yes/No) | | | | Remarks |
|------|----------|--|---------------|--------------------|----------------|---------|
| | | SIEM (RSA Netwitness) | PIM (Sectona) | NAC (Pulse Secure) | Others, if any | |
| 1 | FIM | | | | | |
| 2 | DAM | | | | | |
| 3 | EPE | | | | | |
| 4 | MFA | | | | | |
| 5 | APM | | | | | |

Note: all API, connectors, interfaces etc., required for integration are to be provided by the bidder.

12.15.7. [Details of Hardware, Software and Databases](#)

1. Hardware Specifications and Bill of Material

| S.N. | Location | Make | Model No. | Qty. | Specifications (detailed specification sheet along with BOM to be attached) | Gartner Magic Quadrant* |
|------|------------|------|-----------|------|---|-------------------------|
| 1 | DataCenter | | | | | |
| 2 | DR Site | | | | | |

2. Storage Specifications and Bill of Material

| S.N. | Location | Make | Model No. | Qty. | Specifications (detailed specification sheet along with BOM to be attached) | Gartner Magic Quadrant* |
|------|------------|------|-----------|------|--|-------------------------|
| 1 | DataCenter | | | | | |
| 2 | DR Site | | | | | |

*specify Leaders / Challengers / Niche Players/ visionaries

3. Database (if quoted)

| S.N. | Meant for Solution | Database Name | Version/ License Details | Licenses Details | |
|------|--------------------|---------------|-----------------------------|------------------|----|
| | | | | DC | DR |
| 1 | FIM | | | | |
| 2 | DAM | | | | |
| 3 | EPE | | | | |
| 4 | MFA | | | | |
| 5 | APM | | | | |

4. Operating System (if quoted)

| S.N. | Solution | Operating System Name | Version / License Details | No of Licenses | |
|------|----------|-----------------------|------------------------------|----------------|----|
| | | | | DC | DR |
| 1 | FIM | | | | |
| 2 | DAM | | | | |
| 3 | EPE | | | | |
| 4 | MFA | | | | |
| 5 | APM | | | | |

5. Virtualization Software (if quoted)

| S.N. | Location | Version / License Details | No of Licenses | Meant for Solutions. (specify proposed solution name for which the software is required) |
|------|------------|------------------------------|----------------|---|
| 1 | DataCenter | | | |
| 2 | DR Site | | | |

12.15.8. IPv6 Compliant

| S.N. | Solution | IPv6 Compliant (Yes/No) | Remarks, if any | Documentary evidence to be attached. |
|------|----------|-------------------------|-----------------|--------------------------------------|
| 1 | FIM | | | |
| 2 | DAM | | | |
| 3 | EPE | | | |
| 4 | MFA | | | |
| 5 | APM | | | |

12.15.9. **Bidder/OEM Experience on Proposed Solution** – details as per **Annexure -XXII** to be attached, separately for each customer reference.

12.15.10. **Submit writeup of bidder's understanding on the scope of project.**

12.15.11. **Submit complete details of Project Plan & timelines, Project delivery Organisation, solution Architecture (including integration with existing security solutions) ,**

Implementation Methodology, project governance and adherence to SLA for the proposed solutions.

12.15.12. **Identify the risk and document the same. Proposed strategy to mitigate the risk is also to be submitted.**

12.15.13. **OEM letter**

A letter from the product OEMs agreeing/ confirming to the conditions stipulated as per **Section 7.7** of RfP.

12.15.14. **Software Solution Integrity & Information Security Compliance Certificate**

The bidder shall submit the software/solution integrity certificate as per format given in **Annexure -XIX** and information security compliance as per format given in **Annexure -XX**.

12.15.15. **Bill of Material**

Detailed bill of material of all the solutions, including hardware, software, databases, storage etc., proposed by the bidder to be submitted.

12.15.16. **Detailed escalation matrix during implementation and operation Phases.**

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organisation ...

| | |
|-------------|--|
| Note | (i) <i>The bidder should ensure that, the deployed solutions does not violate any license agreements of the bank.</i> |
| | (ii) <i>The Successful bidder will have to certify the adequacy of licenses supplied to Bank and will have to indemnify the Bank in case of any adverse finding during OEM Audits</i> |
| | (iii) <i>The solutions should be supplied with valid ENTERPRISE CLASS LICENSES (including Operating system, database, virtualization software etc.) in the name of the bank. The licenses should be perpetual in nature</i> |
| | (iv) <i>Wherever external databases licenses are proposed by the bidder, they must be enterprise edition and number of licenses should be provided to license all the cores of the server on which the database would be hosted. The database licenses provided by the bidder should fully comply with the database OEM prevailing licensing policy.</i> |
| | (v) <i>All the solutions are to be integrated with CSOC components and also other security solutions, wherever applicable.</i> |

12.16. Annexure –XVI: Commercial Bid
PART-I
Solution Cost
All Cost in Indian Rupees
1. Table-1: Cost of Solution including Implementation & Support with one year warranty/ATS

| S. N. | Item Details | Qty. | Cost | GST | Total |
|---|--|-----------------------------|------|-------|-----------------|
| | | (i) | (ii) | (iii) | (iv)=(ii)+(iii) |
| File Integrity and Monitoring Solution [A] | | | | | |
| | Supply and implementation of FIM Solution at DC with 150 perpetual licenses with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [A1] | | | | |
| | Supply and implementation of FIM Solution at DR with 75 perpetual licenses with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [A2] | | | | |
| | Operating System (if required) – cost of operating system licenses for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [A3] | <to be specified by bidder> | | | |
| | Operating System (if required) – cost of operating system licenses for DR with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [A4] | to be specified by bidder> | | | |
| A. | Database License (if required) – cost of database licenses for DC, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [A5] | to be specified by bidder> | | | |
| | Database License (if required) – cost of database licenses for DR, if required, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [A6] | <to be specified by bidder> | | | |
| | Virtualization Software (if required) – cost of virtualization software licenses for the solution for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [A7] | <to be specified by bidder> | | | |
| | Virtualization Software (if required) – cost of virtualization software licenses for the solution for DR with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [A8] | <to be specified by bidder> | | | |
| | Any other Item (if required) – cost of any other item for completion of the solution for DC & DR, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [A9] | <to be specified by bidder> | | | |
| Total Cost for FIM Solution = A1+A2+A3+A4+A5+A6+A7+A8+A9 | | | | | A |
| Database Activity Monitoring [B] | | | | | |
| B. | Supply and implementation of DAM solution - DAM solutions in HA at DC scalable to support 25 databases / 50 cores, with all related | 01 | | | |

| S. N. | Item Details | Qty. | Cost | GST | Total |
|---|--|-----------------------------|------|-------|-----------------|
| | | (i) | (ii) | (iii) | (iv)=(ii)+(iii) |
| | items/accessories, if any, with ONE YEAR support / ATS / warranty and back to back lining with OEM. [B1] | | | | |
| | Operating System (if required) – cost of operating system licenses for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [B2] | <to be specified by bidder> | | | |
| | Database License (if required) – cost of database licenses for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [B3] | <to be specified by bidder> | | | |
| | Virtualization Software (if required) – cost of virtualization software licenses for the solution for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [B4] | <to be specified by bidder> | | | |
| | Any other Item (if required) – cost of any other item for completion of the solution for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [B5] | <to be specified by bidder> | | | |
| Total Cost for DAM Solution =B1+B2+B3+B4+B4+B5 | | | | | B |
| C. | EndPoint Encryption Solution [C] | | | | |
| | Supply and implementation of EPE solution - cost for EPE solution for DC with 1500 numbers of EPE licenses with ONE YEAR complete AMC/ ATS/ support and back lining with OEM. [C1] | <to be specified by bidder> | | | |
| | Supply and implementation of EPE solution (if required) - cost for EPE solution for DR with 1500 numbers of EPE licenses with ONE YEAR complete AMC/ ATS/ support and back lining with OEM. [C2] | <to be specified by bidder> | | | |
| | Operating System (if required) – cost of operating system licenses for DC, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [C3] | <to be specified by bidder> | | | |
| | Operating System (if required) – cost of operating system licenses for DR, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [C4] | <to be specified by bidder> | | | |
| | Database License (if required) – cost of database licenses for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [C5] | <to be specified by bidder> | | | |
| | Database License (if required) – cost of database licenses for DR with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [C6] | <to be specified by bidder> | | | |
| | Virtualization Software (if required) – cost of virtualization software licenses for the solution for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [C7] | <to be specified by bidder> | | | |
| Virtualization Software (if required) – cost of virtualization software licenses for the solution for DR | <to be specified by bidder> | | | | |

| S. N. | Item Details | Qty. | Cost | GST | Total |
|---|---|-----------------------------|------|-------|-----------------|
| | | (i) | (ii) | (iii) | (iv)=(ii)+(iii) |
| | with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [C8] | bidder> | | | |
| | Any other Item (if required) – cost of any other item for completion of the solution for DC & DR to support 2500 endpoints, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [C9] | <to be specified by bidder> | | | |
| Total Cost for EPE Solution = C1+C2+C3+C4+C5+C6+C7+C8+C9 | | | | | C |
| MultiFactor Authentication Solution [D] | | | | | |
| | Supply and implementation of MFA Solution – cost of MFA solution for 1500 numbers of App. based licenses for DC with ONE YEAR complete AMC, ATS, support and back lining with OEM. [D1] | | | | |
| | Supply and implementation of MFA Solution (if required) – cost of MFA solution 1500 numbers of App based licenses for DR with ONE YEAR complete AMC, ATS, support and back lining with OEM. [D2] | <to be specified by bidder> | | | |
| | Operating System (if required) – cost of operating system licenses for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [D3] | <to be specified by bidder> | | | |
| | Operating System (if required) – cost of operating system licenses for DR, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [D4] | <to be specified by bidder> | | | |
| | Database License (if required) – cost of database licenses for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [D5] | <to be specified by bidder> | | | |
| D. | Database License (if required) – cost of database licenses for DR with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [D6] | <to be specified by bidder> | | | |
| | Virtualization Software (if required) – cost of virtualization software licenses for the solution for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [E7] | <to be specified by bidder> | | | |
| | Virtualization Software (if required) – cost of virtualization software licenses for the solution for DR with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [E8] | <to be specified by bidder> | | | |
| | Any other Item (if required) – cost of any other item for completion of the solution for DC & DR, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [D9] | <to be specified by bidder> | | | |
| Total Cost for MFA Solution = D1+D2+D3+D4+D5+D6+D7+D8+D9 | | | | | D |

| S. N. | Item Details | Qty. | Cost | GST | Total |
|----------|--|-----------------------------|------|-------|-----------------|
| | | (i) | (ii) | (iii) | (iv)=(ii)+(iii) |
| | Asset and Patch Management Solution [E] | | | | |
| | Supply and implementation of APM Solution – cost of Agent based APM solution for 2000 end devices for DC with ONE YEAR complete AMC, ATS, support and back lining with OEM. [E1] | | | | |
| | Supply and implementation of APM Solution – cost of Agentless APM solution for 500 end devices for DC with ONE YEAR complete AMC, ATS, support and back lining with OEM. [E2] | | | | |
| | Supply and implementation of APM Solution (if required) – cost of Agent based APM solution for 2000 end devices for DR with ONE YEAR complete AMC, ATS, support and back lining with OEM. [E3] | <to be specified by bidder> | | | |
| | Supply and implementation of APM Solution (if required) – cost of Agentless APM solution for 500 end devices for DR with ONE YEAR complete AMC, ATS, support and back lining with OEM. [E4] | <to be specified by bidder> | | | |
| | Operating System (if required) – cost of operating system licenses for DC, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [E5] | <to be specified by bidder> | | | |
| | Operating System (if required) – cost of operating system licenses for DR, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [E6] | <to be specified by bidder> | | | |
| | Database License (if required) – cost of database licenses for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [E7] | <to be specified by bidder> | | | |
| | Database License (if required) – cost of database licenses for DR with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [E8] | <to be specified by bidder> | | | |
| E | Virtualization Software (if required) – cost of virtualization software licenses for the solution for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [E9] | <to be specified by bidder> | | | |
| | Virtualization Software (if required) – cost of virtualization software licenses for the solution for DR with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [E10] | <to be specified by bidder> | | | |
| | Any other Item (if required) – cost of any other item for completion of the solution for DC & DR, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [E11] | <to be specified by bidder> | | | |
| | Total Cost for MFA Solution = E1+E2+E3+E4+E5+E6+E7+E8+E9+E10+E11 | | | | E |
| | Grand Total for all the solutions =A+B+C+D+E | | | | X1 |

2. Table -2: Cost of Hardware (Compute and Storage)

| S. N. | Item Details | Qty. | Unit Cost Details | | | Total Cost |
|-------------------|--|-----------------------------|-------------------|------|-------|-------------------|
| | | | Cost | GST | Total | |
| | | | (i) | (ii) | (iii) | (iv) = (ii)+(iii) |
| 1 | Supply and installation of hardware (compute) for DC with ONE YEAR back to back warranty and support with OEM. | <to be specified by bidder> | | | | |
| 2 | Supply and installation of storage and accessories for DC with ONE YEAR back to back warranty and support from OEM. | <to be specified by bidder> | | | | |
| 3 | Supply and installation of hardware (compute) for DR with ONE YEAR back to back warranty and support with OEM. | <to be specified by bidder> | | | | |
| 4 | Supply and installation of storage and accessories for DR with ONE YEAR back to back warranty and support from OEM. | <to be specified by bidder> | | | | |
| 5 | Any other hardware (if required) – cost of any other item for completion of the solution for DC & DR, with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. | <to be specified by bidder> | | | | |
| Total Cost | | | | | | X2 |

3. Table-3: Cost of Training

| S. N. | Item Details | Cost | GST | Total |
|-------|---|------|------|----------------|
| | | (i) | (ii) | (iii)=(i)+(ii) |
| 1 | Training charges – Pre & Post implementation for all solutions. | | | X3 |

4. Table-4: Part-I Total Cost

| S.N. | Table No. | Table Description | Total Cost |
|---------------------------|-----------------|--|------------|
| 1 | Table -1 | Cost of Solution including Installation & support with one year warranty | X1 |
| 2 | Table -2 | Cost of Hardware (compute and storage) with one year warranty & support | X2 |
| 3 | Table -3 | Cost of Training | X3 |
| Total PART -I Cost | | | X |

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organisation ...

| | |
|-------------|---|
| Note | (i) Detailed BOM/ Specifications of all Hardware/ Software, components as above to be attached separately in the Technical Bid (Bill of Material), supported by Technical Literature/Product Catalogues/Brochures, etc. this is Mandatory. |
| | (ii) Bank reserve the rights to procure for the line items as mentioned above in full or partial at the above contracted rates. Bank also reserve the rights to increase the number of any line item(s) mentioned while doing the actual procurement at the above mentioned contracted rates. |
| | (iii) The Bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. In case of any item not applicable for the solution(s) proposed by the bidder "NA" or 0 to be filled. |
| | (iv) For any item, the price is not quoted, or cost is indicated as zero, it will be assumed that the item is provided to the bank at no cost. |
| | (v) Any "additional licenses" requirements by the Bank, during the period of contract, shall be placed as per the unit cost arrived at pro-rata basis of the original cost being quoted herein for respective solutions (supply and implementation cost only). |
| | (vi) In case of any other cost, the bidder to provide the complete details, indicating the purpose. Further, masked commercial bid should contain the details. |
| | (vii) The bidder to indicate the quantity as per requirement of the proposed solutions, wherever it is mentioned " bidder to specify qty ". The bank will not be responsible for any error by the bidder in specifying the quantity. |
| | (viii) The licenses for all the solutions should be perpetual. |

PART- II
AMC / ATS Cost for Four Years
1. Table-1: AMC / ATS Cost of entire solution including licenses

| S.N | Details | Qty. | AMC/ ATS cost per Annum | | | Total AMC/ATS Cost for FOUR years (v)=(iv)x4 |
|---|---|------------------------------|-------------------------|------|-------|---|
| | | | Cost | GST | Total | |
| | | | (i) | (ii) | (iii) | |
| File Integrity and Monitoring Solution [A] | | | | | | |
| | ATS for FIM solutions - with 150 licenses at DC with all related items/ accessories, if any, for a period of ONE YEAR with complete support and back lining with OEM. [A1] | <to be specified by bidder > | | | | |
| | ATS for FIM solutions - with 75 licenses at DR with all related items/ accessories, if any, for a period of ONE YEAR with complete support and back lining with OEM. [A2] | <to be specified by bidder > | | | | |
| | ATS for Operating System (if required) - for DC with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [A3] | <to be specified by bidder > | | | | |
| | -ATS for Operating System (if required) - for DR with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [A4] | <to be specified by bidder > | | | | |
| A | ATS of Databases (if required) -for DC, with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [A5] | <to be specified by bidder > | | | | |
| | ATS of Databases (if required) - for DR, with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [A6] | <to be specified by bidder > | | | | |
| | ATS of virtualization software (if required) - ONE YEAR complete support / ATS and back to back lining with OEM for DC. [A7] | | | | | |
| | ATS of virtualization software (if required) - ONE YEAR complete support / ATS and back to back lining with OEM for DR. [A8] | | | | | |
| | AMC/ATS of Any other Item (if required) proposed by the bidder for completion of the solution for DC & DR, with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [A9] | <to be specified by bidder > | | | | |

| S.N | Details | Qty. | AMC/ ATS cost per Annum | | | Total AMC/ATS Cost for FOUR years |
|--|---|------------------------------|-------------------------|------|----------|-----------------------------------|
| | | | Cost | GST | Total | |
| | | | (i) | (ii) | (iii) | |
| Total AMC / ATS cost for FIM = A1+A2+A3+A4+A5+A6+A7+A8+A9 | | | | | A | |
| Database Activity Monitoring [B] | | | | | | |
| B | AMC/ATS for DAM solutions in HA at DC with 25 databases / 50 cores with all related items/accessories, if any, for a period of ONE YEAR with complete support and back lining with OEM. [B1] | | | | | |
| | AMC/ATS of Operating System (if required) for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [B2] | <to be specified by bidder > | | | | |
| | AMC/ATS of Database (if required) for DC with ONE YEAR complete support / ATS / warranty and back to back lining with OEM. [B3] | <to be specified by bidder > | | | | |
| | ATS of virtualization software (if required) - ONE YEAR complete support / ATS and back to back lining with OEM for DC. [B4] | | | | | |
| | AMC/ATS of Any other Item (if required) proposed by the bidder for completion of the solution for DC with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [B5] | <to be specified by bidder > | | | | |
| Total AMC / ATS cost for FIM =B1+B2+B3+B4+B5 | | | | | B | |
| EndPoint Encryption Solution [C] | | | | | | |
| C | AMC/ATS for EPE solutions with 1500 licenses at DC with all related items/ accessories, if any, for a period of ONE YEAR with complete support and back lining with OEM. [C1] | 01 | | | | |
| | AMC/ATS for EPE solutions with 1500 licenses at DR with all related items/ accessories, if any, for a period of ONE YEAR with complete support and back lining with OEM. [C2] | <to be specified by bidder > | | | | |
| | AMC/ATS of Operating System (if required) for DC with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [C3] | <to be specified by bidder > | | | | |
| | AMC/ATS of Operating System (if | <to be | | | | |

| S.N | Details | Qty. | AMC/ ATS cost per Annum | | | Total AMC/ATS Cost for FOUR years |
|---|--|------------------------------|-------------------------|------|-------|-----------------------------------|
| | | | Cost | GST | Total | |
| | | | (i) | (ii) | (iii) | |
| | required) for DR with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [C3] | specified by bidder > | | | | |
| | AMC/ATS of Database (if required) for DC with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [C4] | <to be specified by bidder > | | | | |
| | AMC/ATS of Database (if required) for DR with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [C5] | <to be specified by bidder > | | | | |
| | ATS of virtualization software (if required) - ONE YEAR complete support / ATS and back to back lining with OEM for DC. [C6] | <to be specified by bidder > | | | | |
| | ATS of virtualization software (if required) - ONE YEAR complete support / ATS and back to back lining with OEM for DR. [C7] | <to be specified by bidder > | | | | |
| | AMC/ATS of Any other Item (if required) proposed by the bidder for completion of the solution for DC & DR, with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [C8] | <to be specified by bidder > | | | | |
| Total AMC/ATS cost for EPE = C1+C2+C3+C4+C5+C6+C7+C8 | | | | | | C |
| D | MultiFactor Authentication Solution [D] | | | | | |
| | AMC/ATS for MFA solution deployed in HA at DC with 1500 licenses and all related items/ accessories, if any, with ONE YEAR complete support / ATS /AMC and back to back lining with OEM. [D1] | <to be specified by bidder > | | | | |
| | AMC/ATS for MFA solution deployed in standalone at DR with 1500 licenses and all related items/ accessories, if any, with ONE YEAR complete support / ATS /AMC and back to back lining with OEM. [D2] | <to be specified by bidder > | | | | |
| | AMC/ATS of Operating System (if required) for DC with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [D3] | <to be specified by bidder > | | | | |
| | AMC/ATS of Operating System (if required) for DR with ONE YEAR complete support / ATS / AMC and | <to be specified by bidder > | | | | |

| S.N | Details | Qty. | AMC/ ATS cost per Annum | | | Total AMC/ATS Cost for FOUR years |
|---|--|------------------------------|-------------------------|------|-------|-----------------------------------|
| | | | Cost | GST | Total | |
| | | | (i) | (ii) | (iii) | |
| | back to back lining with OEM. [D4] | | | | | |
| | AMC/ATS of Database (if required) for DC with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [D5] | <to be specified by bidder > | | | | |
| | AMC/ATS of Database (if required) for DR with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [D6] | <to be specified by bidder > | | | | |
| | ATS of virtualization software (if required) - ONE YEAR complete support / ATS and back to back lining with OEM for DC. [D7] | <to be specified by bidder > | | | | |
| | ATS of virtualization software (if required) - ONE YEAR complete support / ATS and back to back lining with OEM for DR. [D8] | <to be specified by bidder > | | | | |
| | AMC/ATS of Any other Item (if required) proposed by the bidder for completion of the solution for DC & DR, with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [D9] | <to be specified by bidder > | | | | |
| Total AMC/ATS cost for MFA =D1+D2+D3+D4+D5+D6+D7+D8+D9 | | | | | | D |
| MultiFactor Authentication Solution [D] | | | | | | |
| E | AMC/ATS for APM solution deployed in HA at DC with 2500 agent based and 500 agentless licenses and all related items/ accessories, if any, with ONE YEAR complete support / ATS /AMC and back to back lining with OEM. [E1] | <to be specified by bidder > | | | | |
| | AMC/ATS for APM solution (if required) deployed in HA at DR with 2500 agent based and 500 agentless licenses and all related items/ accessories, if any, with ONE YEAR complete support / ATS /AMC and back to back lining with OEM. [E1] | <to be specified by bidder > | | | | |
| | AMC/ATS of Database (if required) for DC with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [E3] | <to be specified by bidder > | | | | |
| | AMC/ATS of Database (if required) for DC with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [E4] | <to be specified by bidder > | | | | |

| S.N | Details | Qty. | AMC/ ATS cost per Annum | | | Total AMC/ATS Cost for FOUR years |
|--|---|------------------------------|-------------------------|------|-------|-----------------------------------|
| | | | Cost | GST | Total | |
| | | | (i) | (ii) | (iii) | |
| | AMC/ATS of Operating System (if required) for DC with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [E5] | <to be specified by bidder > | | | | |
| | AMC/ATS of Operating System (if required) for DR with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [E6] | <to be specified by bidder > | | | | |
| | ATS of virtualization software (if required) - ONE YEAR complete support / ATS and back to back lining with OEM for DC. [E7] | <to be specified by bidder > | | | | |
| | ATS of virtualization software (if required) - ONE YEAR complete support / ATS and back to back lining with OEM for DR. [E8] | <to be specified by bidder > | | | | |
| | AMC/ATS of Any other Item (if required) proposed by the bidder for completion of the solution for DC & DR, with ONE YEAR complete support / ATS / AMC and back to back lining with OEM. [E9] | <to be specified by bidder > | | | | |
| Total AMC/ATS cost for APM=E1+E2+E3+E4+E5+E6+E7+E8+E9 | | | | | | E |
| Grand Total (A + B + C + D + E) | | | | | | Y1 |

2. Table-2: AMC Cost of Hardware (Compute & Storage)

| S.N | Details | Qty. | AMS Cost per Annum | | | Total AMC cost for FOUR years |
|-----------------------------------|---|------|--------------------|------|-------|-------------------------------|
| | | | Cost | GST | Total | |
| | | | (i) | (ii) | (iii) | |
| 1 | Comprehensive on-site AMC & support for hardware (compute) for a period of ONE year with back lining with OEM. | | | | | |
| 2 | Comprehensive on-site AMC & support for storage for a period of ONE year with back lining with OEM. | | | | | |
| Total AMC Cost of Hardware | | | | | | Y2 |

3. Table-3: OEM Charges for Health Checkup of DAM Solution

| S.N. | Details | Qty. | Total Unit Cost per Annum | | | Total Cost for Four years |
|------|---|------|---------------------------|------|-------|---------------------------|
| | | | Cost | GST | Total | |
| | | | (i) | (ii) | (iii) | |
| 1 | Cost towards Annual DAM solution health checkup once in a year by OEM. | 01 | | | | Y4 |

4. Table-4: PART-II Total Cost

| S.N. | Table No. | Table Description | Total Cost |
|----------------------------|-----------|--|------------|
| 1 | Table -1 | AMC / ATS Cost of entire solution including licenses for 4 years | Y1 |
| 2 | Table -2 | AMC Cost of Hardware (compute and storage) for 2 years | Y2 |
| 3 | Table -3 | OEM Charges for Health Checkup of DAM Solution for 4 years. | Y3 |
| Total PART -II Cost | | | Y |

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organisation ...

| | |
|-------------|---|
| Note | (i) <i>The AMC cost of hardware & storage should be a minimum of 10% and ATS cost minimum 20% of the cost of respective line item given in Part- I of the commercial bid. All Years' AMC/ATS to be same i.e. same percentage.</i> |
| | (ii) <i>The Bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. In case of any item not applicable for the solution(s) proposed by the bidder "NA" or 0 to be filled.</i> |
| | (iii) <i>The total support period will be five years including one-year warranty.</i> |
| | (iv) <i>AMC will be entered into by the Bank, at its sole discretion.</i> |
| | (v) <i>AMC charges as above will be considered for Price evaluation.</i> |
| | (vi) <i>Bidders to strictly quote in the format and for periods as mentioned above.</i> |
| | (vii) <i>For any item, the price is not quoted, or cost is indicated as zero, it will be assumed that the item is provided to the bank at no cost.</i> |
| | (viii) <i>AMC of the payment will be released after submission of OEM certificate for support.</i> |
| | (ix) <i>ATS/AMC for additional procured Perpetual Licenses will be at the same rate as quoted for the base quantity herein. If in mid, the procurement of additional licenses is made, then pro-data basis ATS/AMC will be payable post warranty (one year) by the Bank, calculated with base as Yearly ATS/AMC cost offered on prorata basis).</i> |

Part-III

Resource Cost

| S.N. | Details | Qty. | Total Unit Cost per Annum | | | Total Cost per Annum | Total Cost for FIVE years |
|----------------------------|------------------|------|---------------------------|------|-------|----------------------|---------------------------|
| | | | Cost | GST | Total | | |
| | | | (i) | (ii) | (iii) | | |
| 1 | L1 Resource Cost | 4 | | | | | |
| 2 | L2 Resource Cost | 1 | | | | | |
| 3 | L3 Resource Cost | 1 | | | | | |
| Total Resource Cost | | | | | | | Z |

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organisation ...

| | |
|-------------|--|
| Note | (i) <i>The total support period will be 5 years. The Unit cost for respective resource will remain fixed for 5 years.</i> |
| | (ii) <i>In case of any additional resources taken by the bank during period of contract, the cost for the same would be as per unit cost specified above.</i> |
| | (iii) <i>The Bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.</i> |

Part -IV

Total Cost of Ownership (TCO)

Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

| S.N. | Details | Cost (Rs.) |
|------|--------------------------------------|----------------|
| 1 | Total PART-I Cost | X |
| 2 | Total PART-II Cost | Y |
| 3 | Total PART-III Cost | Z |
| 4 | Total Cost of Ownership (TCO) | (X+Y+Z) |

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organisation ...

| | |
|---|--|
| NOTE | (i) <i>The prices must be entered strictly as per the tabular format given above. No separate price structure should be detailed. No separate format will be accepted.</i> |
| | (ii) <i>Masked commercial bids must be submitted with technical bid. If bidder has quoted for Any Other Item, the details of same should be clearly indicated in the masked commercial bid.</i> |
| | (iii) <i>All the rates must be quoted in INR. The cost should be inclusive of all taxes/GST.</i> |
| | (iv) <i>TCO would be based on total cost quoted in PART-IV of the commercial bid and it would be used for techno-commercial evaluation.</i> |
| | (v) <i>Conditional commercial bids would be rejected</i> |
| | (vi) <i>Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.</i> |
| | <i>While any increase in the rates of applicable taxes (GST) or impact of new taxes imposed by Govt, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period</i> |
| | (vii) <i>Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods at respective sites including incidental services and commissioning.</i> |
| (viii) <i>The Annual Maintenance / Technical Support i.e. AMC/ATS, offered by the bidder should have a back to back supporting arrangement with the OEM of the solution/hardware/software. On renewal of AMC/ATS necessary documentary evidence from OEM has to be produced to the Bank for release of payment.</i> | |

12.17. Annexure –XVII: Statement of Deviations

To
 The General Manager
 Small Industries Development Bank of India
 IT Vertical, Overseas Towers, 2nd Floor,
 756L, Anna Salai
Chennai 600 002

Dear Sir,

Statement of Deviation

We certify and agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP except the following:

| Tender No.500/2021/1603/CBO/ITV dated January 25, 2021 | | | | |
|--|-------------|----------------|--|--------------------------------|
| S.N. | Page Number | Section Number | Clarification point as stated in the tender document | Comment/ Suggestion/ Deviation |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

Date _____ Signature of Authorized Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organization ...

| | |
|-------------|---|
| Note | (i) Bidder is required to provide details of all deviations, comments and observations or suggestions in the below format with seal and signature. It also needs to provide a reference of the page number, section number, state the clarification point as stated in tender document and bidders' comments/suggestion/deviations. |
| | (ii) In case there are no deviations in the solution proposed by the bidder or terms and conditions, bidder has to give his response by writing 'NIL' in the statement. |

12.18. Annexure XVIII: Details of Support Centre and Security Professionals
**Details of Bidder OWN/Registered Support Center and Security Professionals
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021**

| Details | Chennai | Mumbai |
|--|---------|--------|
| Contact Details of support center | | |
| Address | | |
| Landline No. | | |
| eMail ID | | |
| OWN / Franchise | | |
| Details of Security Professionals | | |
| Number of Professionals capable of supporting the solutions. | | |
| Experience of the professionals in the solutions. | | |
| Certifications, if any of the professionals. | | |

We do hereby confirm that, the information provided by us correct.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Seal of Organisation.

Name of the Organisation ...

12.19. Annexure -XIX: Software Solution Integrity Certificate**(To be issued by OEM on OEM Company's Letter Head)****INTEGRITY STATEMENT**

The General Manager
IT Vertical, Small Industries Development Bank of India
Overseas Towers, 2nd Floor,
756L, Anna Salai
Chennai 600 002

Date:

**RfP for Procurement of Various IT Security & Management Solutions
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021**

This is to certify that our product, Version: (Hash Value -.....), developed by and a copyright of follows standard secure coding practices and has been tested and certified for the following checks:

- 1 That the software is tested and is free of any bugs, covert channels in the code at the time of sale.
- 2 We confirm that Application Security testing is carried out for application (to identify and detect security threats and weaknesses in its systems) and there are no OPEN vulnerabilities.
- 3 Any new versions / patches of the software released in future shall also be free of any malware, free of any obvious bugs and free of any covert channels in the code
- 4 We confirm that we are conducting secure coding training programs for our software developers/testers on periodical basis.
- 5 We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis.

Date

Signature of Authorized Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organization ...

12.20. Annexure -XX: Information Security Compliance**(To be issued by bidder on Company's Letter Head)****Information Security Compliance**

To,
The General Manager
IT Vertical, Small Industries Development Bank of India
Overseas Towers, 2nd Floor,
756L, Anna Salai
Chennai 600 002

Date:

**RfP for Procurement of Various IT Security & Management Solutions
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) during entire contract period. If, any case reported, to be fixed by the bidder without any additional cost to the bank on immediate basis.

Date

Signature of Authorized Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organization ...

12.21. Annexure -XXI: Escalation Matrix
Escalation Matrix

To,
 The General Manager
 IT Vertical, Small Industries Development Bank of India
 Overseas Towers, 2nd Floor,
 756L, Anna Salai
Chennai 600 002

RfP for Procurement of Various IT Security & Management Solutions
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

1 During Phase-1 (Delivery, installation & Acceptance)

| S.N. | Designation | Name | Designation | Mobile No. | e-Mail ID | Full Address |
|------|----------------------|------|-------------|------------|-----------|--------------|
| 1 | First Level Contact | | | | | |
| 2 | Second Level Contact | | | | | |
| 3 | Regional Head | | | | | |
| 4 | Country Head | | | | | |

2 During Phase-2 (Operational)

| S.N. | Designation | Name | Designation | Mobile No. | e-Mail ID | Full Address |
|------|----------------------|------|-------------|------------|-----------|--------------|
| 1 | First Level Contact | | | | | |
| 2 | Second Level Contact | | | | | |
| 3 | Regional Head | | | | | |
| 4 | Country Head | | | | | |

Any subsequent changes will be intimated by us to the bank.

Date

Signature of Authorized Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organization ...

12.22. Annexure -XXII: Past Experience

Past Experience
Tender No.500/2021/1603/CBO/ITV dated January 25, 2021

| S.N | Particulars | Bidder Response |
|-----|--|-----------------|
| 1 | Solution Name | |
| 2 | Client Name | |
| 3 | Nature of Business | |
| 4 | Brief scope of work (Details of solution supplied, modules & version, Period of contract, scope of maintenance etc.) | |
| 5 | Project Status (Live/ Under implementation) | |
| 6 | Reference letter from Client (to be attached) | |
| 7 | Contact Details of Client | |
| | Name | |
| | Designation | |
| | eMail ID | |
| | Mobile No. | |
| 8 | Is it Bidder/ OEM experience? | |

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organisation ...

| | |
|-------------|--|
| Note | (i) Separate sheet for each solution and for each customer of the solution to be submitted. |
| | (ii) All the details asked for in the annexure are to be duly filled for each solution and each customer for the solution. |
| | (iii) The declaration to be submitted on the letterhead of the bidder &/or OEM separately, duly signed by authorised signatory, stamped and dated. |
| | (iv) Bank would carry out verification of the facts submitted by the bidder/OEM as part of past experience through site visits and/ or telephonic feedback. Hence, the bidder/OEM are required to submit the Annexure – XXII duly filled along with reference letter from customer. All approvals from clients are to be obtained before submission of their reference. |
| | (v) Incomplete information submitted will not be accepted and rejected. |

12.23. Annexure XXIII: Performance Bank Guarantee**Performance Bank Guarantee Format**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 2nd Floor, Overseas Towers, 756L, Anna Salai, Chennai - 600002 (hereinafter called the Corporation / Bank / SIDBI) having agreed to award the contract to M/s. _____ having its office at '[service providers Office Address](#)', (hereinafter called "the Vendor" or "Service Provider") on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. Rs. _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) _____, having its principal/registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No. _____ in favour of Small Industries Development Bank of India (SIDBI).

- 1 We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
- 2 We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of Rs. _____ (**Rupees** _____ **only**) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "Procurement of various IT Security Solutions" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
- 3 We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
- 4 We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
- 5 We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the

powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

- 6 The liability under this guarantee is restricted to Rs. _____ (**Rupees** _____ **only**) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
- 7 The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
- 8 The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
- 9 Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____).
- 10 This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
- 11 We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
- 12 Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of Rs. _____ (Rupees _____).
- 13 Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date)_____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Chennai shall have exclusive jurisdiction.
- 14 Kindly return the original of this guarantee to (bank name & address) upon the earlier of:
 - a) its discharge by payment of claims aggregating to Rs. _____ (Rupees _____)
 - b) fulfillment of the purpose for which this guarantee was issued; or

c) _____ (date)".

15 All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Chennai. In witness where of we have set and subscribed our hand and seal this day of2021.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1. Name
Signature.....
Designation.....

2. Name
Signature.....
Designation.....





END OF RFP