

### Document Control Sheet

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Date and Time of Opening of Technical Bids	16:30 Hrs on Sep 21, 2010
Date and Time of Opening of Commercial Bids	11:00 Hrs on Sep 27, 2010
Place of Opening of Bids	IDBI Bank Limited 13 <sup>th</sup> Floor, IDBI Tower, World Trade Center Complex Cuffe Parade, Mumbai- 400005
Address for Communication	Chief Information Security Officer IDBI Bank Ltd. 8 <sup>th</sup> Floor, IDBI Tower, World Trade Center Complex Cuffe Parade, Mumbai- 400005 E-Mail: info.security@idbi.co.in

**Note:**

1. This Bid document is not transferable.
2. This Bid document is the property of IDBI Bank Ltd
3. This Bid document has < 37 >pages.

### **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IDBI Bank Limited (IDBI Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by IDBI Bank to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IDBI Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## SECTION 1: INTRODUCTION

IDBI Bank Limited (IDBI Bank) is a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of SECTION 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) (hereinafter referred to as the Bank/IDBI Bank). IDBI Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. IDBI Bank is engaged in providing financial assistance to borrowers and conducting banking business. The Bank with its Registered Office at "IDBI TOWER", WTC Complex, Cuffe Parade, Mumbai has a pan-India presence. As on March 31,2010 IDBI Bank had a network of 720 branches and 1210 ATMs across the country and employed 10000+ employees.

### 1.1 Overview

Being a technology driven bank, the security of its information systems are being ensured by implementing industry standard security practices like Firewalls, IDS/IPS, Proxies, Content filters, vulnerability assessments, security reviews, audits etc. The Bank has been accredited with ISO 27001 Certification for its Data Center, Mumbai. These initiatives have served the purpose of maintaining the basic level of security in the Bank. In the light of increasing risks and recent incidents in the banking sector, the Bank seeks to manage risks on a continuous basis and in a more sophisticated, systematic and professional manner. Towards achieving this, the Bank intends to further strengthen its Information Systems Security by engaging vendors for continuous review, monitoring, management and mitigation of IT risks, threats and vulnerabilities.

The bank is envisaging a model that will be a combination of onsite and remote services offered by the vendor. Remote services shall be supported by the vendor from their own Security Operations Center (SOC).

## SECTION 2: Eligibility Criteria

### 2.1 Only those Vendors who fulfill the following criteria are eligible to respond to the RFP. Offers received from the vendors who do not fulfill all or any of the following eligibility criteria are liable to be rejected.

1. The bidder should be a registered corporate in India registered under the Companies Act, 1956 or a company/statutory body owned by Central/State Government.
2. The bidder should have average annual turnover of Rs. 20 Crore in the last two Financial Years (i.e. 2008-09 & 2009-10) and should have shown net profit in both these years.
3. The bidder should have been providing the Information Security services to enterprises during the last three years as on 31-03-2010.
4. The bidder should have executed at least two Managed Security Services projects in India, the value of which should be minimum Rs.20 lakhs each.
5. The bidder should own full-fledged Security Operations Center (SOC) in India that is at least 2 years old and should have active customers for at least last 2 years that are being/ were serviced from this SOC.
6. The bidder should have the DR Site of its SOC.
7. The SOC should be ISO 27001/BS7799 certified. The vendor should be offering varied managed security services that must include “monitoring and log analysis services”, to minimum 2 Banks in India. Of these banks at least one should have more than 100 branches. The bidder should extend its managed security services to the Bank from its owned SOC in India and shall not out-source the SOC activities to any other company/ firm.
8. The bidder should have minimum 10 skilled staff with CISA/CISSP/CISM/ CEH/CVA professional certification.

#### Note:

1. The vendor must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the vendor independently.
2. For the purpose of RFP and the services required therein, IDBI Bank would interpret a Service Operation Center (SOC) as a centralized unit identified in an organization that delivers IT Security Services and deals with security issues of its remote clients, on an organizational and technical level. It attempts to thwart unauthorized access and manage security related incidents using processes and procedures. The SOC has distinct modules for event generation, event collection, message database, analysis engines and reaction management, and preferably uses reputed & standard SIEM tools for e.g those from the Gartners MQ 2010.

**2.2 Documents / Certificates (attested by competent authority of the vendor) required to be submitted as a proof of eligibility criteria are:**

1. Memorandum and Articles of Association
2. Audited Balance sheet for last two years. Also, provide financial summary as per Annexure – I: Format A.
3. ISO 27001 / BS7799 Certificate for the SOC.
4. First Purchase order received by the vendor to confirm that SOC is operational for the last two years.
5. Two purchase order of value of more than 20 lakhs.
6. The count of skilled staff having professional certifications (As per Annexure – I: Format B).
7. Particulars of the Primary SOC and DR SOC
8. Client list as per Annexure – I: Format C.
9. Vendor should submit an undertaking that it has been providing MSS from its own SOC for last 2 years and information security services for last three years.
10. The vendor should submit undertakings as per Annexure – II: Form – 1A & Form – 1B.

### SECTION 3: SCOPE OF WORK

Scope of MSS is listed and summarized below:

1. Monitoring & Log Analysis services
2. Security Devices management
3. Vulnerability Assessment (VA)
4. Penetration Testing (PT)
5. Anti-Phishing Services including Phishing take-downs
6. Anti Malware Services
7. Other Security Services

#### 3.1 Monitoring & Log Analysis Services

- i. The devices included in the scope of monitoring & log analysis to be carried out from the bidder's **own SOC** are:
  - a) Internet Firewalls (Active:Active) – 2 nos
  - b) Internal Firewalls (Active:Active) – 2 nos
  - c) ATM Firewall (Active:Active) – 1 no
  - d) FWSM of HA Core Switch – 2 nos
  - e) PIX Firewalls – 6 nos
  - f) IDS (NIDS+HIDS) Site Protector – 2 nos
  - g) SIEM tool – 1 no
  - h) Routers – 3 nos
  - i) Web-servers at DMZ – 5 nos
- ii. 24x7 logs & audit trails Monitoring for the security events to detect the known as well as unknown attacks and raise the alerts for any suspicious events that may lead to security breach into bank's environment.
- iii. 24x7 performance and service availability monitoring, so that the desired state and integrity of the devices and services levels can be maintained.
- iv. SLA based services and the SLA tracking system as well as for maintaining operational workflow.
- v. Able to support and provide scalability for any additions/modifications or integration of applications, services, devices and networks with the existing architecture.
- vi. Provide initial review (Level 1) of security incidents and the determination if escalation to Level 2, 3 supports is warranted.
- vii. Event analysis with the Statistical events correlation rules. This should include the correlation of the events from the devices under scope.
- viii. SOC will create the custom Correlation Rules for the bank's devices under scope. SOC will fine-tune/add rules subsequently.

- ix. SOC should provide online secured portal (web-based Dashboard) for viewing real-time monitoring data security devices in scope after statistical & custom rules correlation.
- x. SOC will develop & recommend environment and facilities improvement plans for SOC monitored bank's facilities as needed to maintain an effective and secure computing environment.
- xi. Monitor alerts and events reported by devices under scope and troubleshoot, recommend remedial action, rapid response to incidents.
- xii. Initiating prompt corrective measures to stop/prevent attacks as per pre-determined procedures.
- xiii. Complete analysis and correlation of logs from all the devices under scope.
- xiv. Forensics to identify the origin of threat, mitigation steps and measures to prevent recurrence.
- xv. SOC will prepare the weekly / monthly reports to summarize the list of incidents, security advisories, vulnerability management, and other security recommendations. It should include the operations trend analysis with the reports correlation of the present month's operations data with the previous months' data.

### 3.2 Security Devices Management

- i. The security devices included in the scope of device management are:
  - a) Internet Firewalls (Active:Active) – 2 nos
  - b) Internal Firewalls (Active:Active) – 2 nos
  - c) ATM Firewall (Active:Active) – 1 no
  - d) FWSM of HA Core Switch – 2 nos
  - e) PIX Firewalls – 6 nos
  - f) IDS (NIDS+HIDS) Site Protector – 2 nos
  - g) SIEM tool – 1 no
- ii. The operational activities related to the above devices would be **done by IDBI Bank team**, this would include the following –
  - Configuration of security devices listed above
  - Changes in the rule-base of Firewalls, IDS / IPS
- iii. All the standard device management related activities other than those listed at Srl no. (ii) are to be carried out by the vendor on 24 X 7 basis.
- iv. In some exceptional cases only, modification and configuration of new and existing rule base policies for firewall in response to bank's approved change request.
- v. Rule base cleanup for all the firewall devices based on the approval for the same from the Bank (once in a quarter).

- vi. Signature cleanup for all the IDS/IPS based on the approval for the same from the Bank (once in a quarter).
- vii. Recommendation for Firewall rule-base optimization.
- viii. Diagnosis and troubleshooting of the problems propping up in the security devices in the scope.
- ix. Coordinate Service delivery with Helpdesks, as well as the IT team of the bank for the security device management services for the devices in scope.
- x. Support in audit compliance conducted at any time of the contract period by the Bank or Bank's approved auditing body or any regulatory audit.
- xi. Regular reports (Daily, Weekly & Monthly) to IDBI Bank on all above-mentioned activities.
- xii. Backup and restore of configuration.

### 3.3 Vulnerability Assessment

Vendor will be involved in understanding and correcting network and systems security issues to determine what security vulnerabilities exist on the network and various systems and how to fix them. The vulnerability assessment must cover network equipment like routers, switches, firewalls etc and Operating systems & Databases. The vendor must undertake to do vulnerability assessment for all IT resources identified for the purpose.

The Vulnerability Assessment must include tracking the new vulnerabilities from various resources and collating them after analyzing. The vendor shall also prioritize the new found vulnerabilities after analyzing them and inform to the Bank.

The following deliverables are indicative and not exhaustive and depend upon the emerging vulnerabilities, threats and techniques:

- i. Vendor is expected to carryout a total of **200** nos. **VAs** on various devices in a year.
- ii. Vulnerability analysis to determine all potential vulnerabilities on each identified host.
- iii. Vulnerability measurement and data collection & identification of methods of entry into an organization's corporate network through exploitation of network vulnerabilities.
- iv. Recommendations to identify the right safeguards plus findings and specific recommendations for each system.
- v. Assist in plugging identified vulnerabilities.
- vi. Generation of executive reports in graphical format and technical reports in text format for all the vulnerabilities detected by the scan.

### 3.4 Penetration Testing

- i. The vendor is expected to carryout a total of **20** nos. **PTs** for various devices in a year.
- ii. The vendor should conduct scheduled penetration testing for identified devices / networks to identify security holes that could be exploited by remote attackers. The penetration testing exercise must give Bank the picture of overall security of the infrastructure as seen from the Internet.
- iii. The penetration testing should include testing for information pilferage, denial of service, password cracking, brute force attack etc.
- iv. Generation of executive reports in graphical format and technical reports in text format for all penetration tests conducted.

#### Post – VA & PT Reporting and Consulting

The vendor will provide a comprehensive report for Vulnerability Assessment and Penetration Testing activity. Vulnerability reporting must be concise and understandable. Vendor shall provide / offer technical consulting services to mitigate the reported vulnerabilities. Once the Bank initiates the corrective measures to mitigate the risk, a re-check shall be done by the vendor to ascertain / ensure the security of the organization.

### 3.5 Anti Phishing Services including Phishing site Takedowns

#### 3.5.1 Anti Phishing Services

The vendor will proactively monitor IDBI Bank's sites for any phishing attempts and advise the Bank about the incident with details. Anti-phishing services should include the following –

- i. Solution should have support to protect Website from “Phishing” and should alert immediately if Bank's Brand/ logo is targeted in Phishing attacks. Upon detection, solution provider should work to shut down the phishing site and submit us the report.
- ii. Track hosting of phishing sites through digital watermark (**1 site**)
- iii. Monitor web-server referrer logs (**2 sites**)
- iv. Track new domain name registrations to detect any spoofed or similar site being registered
- v. Monitor Spam traps
- vi. Monitor anti-phishing forums
- vii. Web site analysis
- viii. Initiate takedown of the phishing site
- ix. Feed adequate number of wrong user-ids / passwords through automated tools to phishing site
- x. Analyze web server logs and application logs to track the phisher's identity
- xi. Analyze application logs to identify phisher-initiated transaction

- xii. Vendor should benchmark Bank's website and suggest controls required to minimize impact from phishing attacks.
- xiii. Vendor should assist the Bank for coordination with law enforcement agencies like CERT-IN, Banking Ombudsman etc.
- xiv. Vendor should provide alerts on detection of phishing sites, daily status report on the phishing site detected and the action taken.

### 3.5.2 Phishing Site Takedown Services

- i. The vendor should ensure bringing down the detected phishing site and reactivated site at the earliest.
- ii. Should keep track of the site brought down for reactivation.
- iii. Provide Reports on the takedown activities and the status of the phishing site on daily basis.
- iv. Report on phishing trend in India and across the globe.

### 3.6 Anti Malware Services

The vendor should provide anti malware services for IDBI Bank's websites (**3 nos**) to promptly detect the insertion of malicious codes in Bank's web pages. This will include

- i. The Solution should monitor Website for 24x7 basis for any breach of (Confidentiality & Integrity).
- ii. 24x7 monitoring / scanning of web pages for realtime detection of malware injection. No skipping of page scanning.
- iii. Solution should support scanning of static as well as dynamic links.
- iv. Solution should proactively inform Bank about potential threats / vulnerabilities, new threats in circulation.
- v. Low gap between the time malware links are introduced and detected.
- vi. Real-time alert via tel. call / SMS and Email in case of Malicious Mobile Code (MMC) attack /defacement
- vii. The Solution provider has to also suggest suitable counter measures to safeguard against such threats (MMC and Phishing) and advise /assist to eradicate it on utmost priority.
- viii. Solution should be independent of application platform.

### 3.7 Other Security Services

#### 3.7.1 Security Intelligence Services

The vendor should regularly track and advise the Bank about new global security threats and vulnerabilities. The advisories should be customized to suit the Bank's

security infrastructure. Advise upgrades / changes in the security infrastructure of the Bank against evolving threats and responsibilities.

### **3.7.2 OS / Database Hardening checklist documents (Quarterly Review)**

The vendor should provide the OS / Database hardening checklist documents pertaining to servers hosting AIX, HP Unix, Solaris, Linux, Windows 2000, 2003, 2008, Windows NT, Windows XP, Oracle and SQL servers, routers, switches etc. The list of OS / Database might not be limited to that given here. The vendor shall provide updated checklist documents quarterly.

The vendor should ensure adequacy, appropriateness and concurrency of various policies and guidelines in place and should provide Information Security consultancy for newer technology deployment for new and existing applications and products.

## **SECTION 4: Model of MSS**

The Bank envisages to have a hybrid model for MSS, wherein in addition to host of managed security services delivered from the bidders own SOC one dedicated onsite resource from the vendor, having appropriate skill sets and experience would be present in the Bank's premises during the office hours. The resource would act as coordinator between the Bank and the vendor.

### **4.1 MSS from remote SOC**

The vendor should provide all the managed security services detailed under Section 3 of the RFP, from its owned remote SOC, even as some of these services would be rendered by the onsite resource from the vendor. The vendor is expected to deploy industry standard tools (e.g. SIEM tool from the Gartner's MQ) and technically qualified / skilled staff committed to the Banks activities.

### **4.2 Dedicated Onsite Resource**

It is mandatory for the vendor to provide one dedicated onsite resource having appropriate skill sets and experience.

#### **I. Reporting and Timings**

- The onsite resource would report to Bank personnel / Bank authorized representative.
- Should operate from the Bank's premises in Mumbai during the normal officer hours of the Bank.
- In case of exigencies even during off business hours / Bank holidays, the resource would be required to be present onsite.
- A replacement might be given in case the resource proceeds for leave.

**II. Qualification and Experience –**

- B.E / B.Tech / MCA or above
- Minimum of 3 years experience in VA / PT/ IDS / IPS / FW etc.

**III. Roles and Responsibilities –**

- 1) Perform regular and scheduled Vulnerability Assessment of servers and network equipments like routers, switches etc in DC / DMZ for all the known vulnerabilities as per Section 3.3  
The onsite resource may take the required support from SOC to carry out the VA.
- 2) Help the IDBI Bank team in managing and maintaining the Firewall rule-base changes. Almost all the rule base changes would be carried out by the in-house team, the services of the onsite resource would be required only during emergencies.
- 3) Ongoing reassessment of HIDS/NIDS infrastructure, and help in reconfiguration / change in the implementation if required for increasing their effectiveness.
- 4) Assist the IDBI Bank team in security incident management by getting involved personally and coordinating with SOC.
- 5) Would provide routine / regular reports of the onsite activities carried out.

Even as the above listed responsibilities would be carried out by the onsite resource, the ultimate responsibility would lie with the vendor. If due to some reason the onsite resource is not able to carry out a particular activity it should be immediately taken care by the SOC / vendor. In addition to this the vendor might ask the onsite resource to perform any specific task related to the scope of MSS, that it thinks can be performed by him in a better way.

## **SECTION 5: INVITATION FOR BIDS**

### **5.1 Invitation for Bids**

This “Invitation for Bids” is for providing Managed Security Services to IDBI Bank Ltd. as per the scope of work mentioned under Section 3 of RFP. Sealed offers / bids prepared in accordance with this RFP should be submitted to: **CISO - IDBI Bank Ltd, 8<sup>th</sup> Floor, IDBI Tower, World Trade Center Complex, Cuffe Parade, Mumbai- 400005 latest by 16:00 Hrs on September 21, 2010.**

### **5.2 Due Diligence**

The bidder is expected to examine all instructions, forms, terms, conditions and specifications in this RFP. Bid shall be deemed to have been made after careful study and examination of this RFP with full understanding of its implications. The bid should be precise, complete and strictly in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a bid not as per RFP requirements, will be at the bidder’s risk and may result in rejection of the bid and the decision of IDBI Bank in this regard will be final, conclusive and binding.

### **5.3 Cost incurred for Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid and IDBI Bank will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **5.4 Price of RFP document**

The price of RFP document is Rs. 5000/- (Rupees Five thousand only). The bidder is required to pay the prescribed amount, which is non refundable, in the form of Demand Draft / Pay order from a scheduled commercial Bank in favor of ‘IDBI Bank Limited’, payable at Mumbai, along with the submission of the Bid. Bids without the payment of amount towards the price of RFP Document shall be rejected forthwith and the decision of IDBI Bank in this regard will be final, conclusive and binding.

### **5.5 Clarifications Regarding RFP Document**

Before bidding, the bidders are requested to carefully examine the RFP Document and the terms and conditions specified therein. In case the bidders require any clarification on this RFP, the query may be sent in writing to e-mail address: [info.security@idbi.co.in](mailto:info.security@idbi.co.in) latest by Sep 7, 2010 up to 17:00 Hrs. IDBI Bank shall not be responsible for any external agency delays. Queries through any other mode or received after the date & time specified above shall not be entertained. IDBI Bank shall respond to relevant queries either by way of email reply to the vendor raising query or by posting the answers in the Bank’s corporate website along with corrigendum / addendum. Further corrigendum / addendum if any in respect of the RFP, would be published on the Bank’s corporate website (<http://www.idbi.com>) by Sep 13, 2010.

## 5.6 Bidding Process

A Two-bid process will be followed i.e. the bidder will have to submit a Technical Bid and a Commercial bid in separate sealed envelopes. The envelopes should be superscripted appropriately as “**Managed Security Services 2010 – Technical Bid**” and “**Managed Security Services 2010 – Commercial Bid**”. The vendor is free to provide any further information in the methodology and strategy that would be adopted during the contract period in the technical bid. If on scrutiny of the Technical Bid it is observed that a vendor does not meet the requirements mentioned in the RFP, the vendor’s Commercial quote will not be opened and the vendor will not be permitted to participate in the Commercial bid process.

### 5.6.1 Technical Bid

The Technical Bid should include the proof of the Eligibility criteria, Company Profile of the Bidder and details of the solutions the vendor proposes for the services mentioned in the scope of MSS.

#### i. Eligibility Criteria

The vendor should enclose all the relevant documents acting as testimonials for its claim of meeting the eligibility conditions as detailed under **Section 2**, as per the list of documents and formats mentioned therein, failing which would render the vendor not eligible for bidding process.

#### ii. Company’s Profile:

Sr No	Particulars	
1	Name of the Company / Firm	
2	Address for Communication	
3	Name of the contact person for bid process Designation / Role Mobile No. E-mail address	
4	Brief description of Managed Security Services provided	
5	Date of commencement of Managed Security Services in India (Enclose the certificate of commencement of business)	
6	Number of PSU Banks / FIs to which MSS was provided in India during last fiscal. Number of Private Banks / FI to which MSS is provided in India during last fiscal. (Enclose the name & address of such clients)	

### iii. Technical Details of Solutions

The technical bid should be submitted as per the services mentioned under Section 3 of the RFP. The vendor should produce illustrative details of its expertise and effectiveness in extending each of the services required as per the RFP, along with details of type of skilled resources, software, tools and methodology / procedure that would be used by the vendor in each one of them.

With regards to Anti-Phishing solution, along with above details the vendor needs to provide –

Number of phishing-site 'take-downs' performed during last two years	
The average time taken for 'take-downs' during last two years	

### iv. Technical Bid Evaluation

The bidder is required to provide the information asked in the following format given below, it would be used by the Bank for technical evaluation.

S No.	Evaluation Parameter *	Count / Quantity
1.	No. of Years of operating from own SOC in India	
2.	No. of Banks in India given MSS in last 2 years	
3.	No. of MSS projects above Rs. 20 lakhs in India.	
4.	Average turnover for last 2 years (Rs. in crores) FY 2008-09 FY 2009-10	
5.	No. of skilled staff available with vendor	
6.	Proposed SIEM tool to be used in the IDBI Bank project.	
7.	No of phishing sites brought down during last two years	
8.	Average time for phishing site takedown in last two years	
9.	Approach, Methodology & Expertise **	

\* The vendor needs to provide valid & relevant proof for the claims made regarding to the evaluation parameters.

\*\* The vendor need not provide any value for this parameter, this would be decided by the Bank based on the details provided in the technical bid.

### 5.6.2 Commercial Bid

The bidder should quote separately for each of the services on yearly basis as per the format given below. The price quoted in the Commercial bid must be inclusive of all taxes. The Bank reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. The Vendor agrees to abide by the decision taken by the Bank in this regard. No communication from the Vendor will be entertained in this regard. Decision as to any arithmetical error manifest or otherwise in the bid documents shall be decided at the sole discretion of IDBI Bank and shall be binding on the bidders.

#### Format for Commercial Bid –

##### (a) Managed Security Services

S No	Description	Services	1 <sup>st</sup> Year Cost (Rs.)	2 <sup>nd</sup> Year Cost (Rs.)	Total Cost for Two Years (Rs.)
1.	Monitoring & Log Analysis services	Please refer Section 3.1			
2.	Security Devices management	Please refer Section 3.2			
3.	Vulnerability Assessment (VA)	Please refer Section 3.3			
4.	Penetration Testing (PT)	Please refer Section 3.4			
5.	Anti-Phishing Services	Please refer Section 3.5.1			
6.	Anti-Malware Services	Please refer Section 3.6			
7.	Other Security Services	Please refer Section 3.7			
	<b>Total</b>		X1	X2	X

##### (b) Phishing Take-down

S No	Service	Cost per site taken-down (Rs.)
1.	Take-down of Phishing sites	Y

#### Note:

- The amounts mentioned in commercial bid should be inclusive of all the taxes.
- For arriving at the L1 vendor an assumption of 100 phishing site 'take-downs' a year would be made i.e. if for e.g. the vendor has made a commercial bid of Rs. X and Rs. Y for categories (a) and (b) respectively for the period of two years, then for the purpose of L1, the total bid cost would be Rs. [ X+ (Y\*200) ].

3. Payment for the phishing-site takedown would be made on the basis of actual no. of phishing take-downs only. Payment would not be made for takedown of reactivated phishing sites.
4. The initial contract amount is the amount quoted in format (a) for the 1<sup>st</sup> year i.e. Rs. X1. The Bank reserves the right to extend the contract for 2<sup>nd</sup> year if the services during the 1<sup>st</sup> year are found satisfactory.

### **5.7 Bidding process Abortion**

IDBI Bank reserves the right to abort the bidding process any time during the whole process of bid for MSS (before placing the purchase order), without assigning any reason whatsoever.

## **SECTION 6: Terms and Conditions**

### **6.1 Purchase Order placement**

Initially the PO would be placed only for 1<sup>st</sup> year and in case the services of the vendor are found to be satisfactory, PO for the 2<sup>nd</sup> year would be placed with him as per the terms and conditions of this RFP and the cost quoted for the 2<sup>nd</sup> year in the commercial bid. The Bank might go for a fresh bid process in case services of the vendor are not found satisfactory after the end of 1<sup>st</sup> year. However, the bidders may note that the L1 would be arrived by considering the total quote for 1st and 2nd year. The decision of IDBI Bank in this regard will be final, conclusive and binding.

### **6.2 Period of Contract**

The initial contract shall be for a period of one year from 01-Oct-2010 to 30-Sep-2011 extendable to a further period of 1 year from 01-Oct-2011 to 30-Sep-2012. However, after the end of the above contract period, the vendor should agree to make its services available for handholding (3 weeks) and takeover by other vendor.

### **6.3 Payment Terms**

Payments would be made quarterly against the invoice. All payments shall be subject to TDS, if any, as per the tax rules at the time of payment.

It may be noted that Purchase Order (PO) might be placed with the L1 vendor during the last week of Sep 2010 or in the first week of Oct 2010. The vendor is supposed to position its resources and systems by 10<sup>th</sup> of Oct 2010. The period from 11<sup>th</sup> Oct 2010 to 31<sup>st</sup> Oct 2010 would be handholding and takeover period which would not be considered eligible for any payment, thus no payment would be made for the period (the payment would be made to the earlier vendor as it would also be present during the period). The vendor would be eligible for payment from 1<sup>st</sup> Nov, 2010.

For the sake of clarity, assume that the L1 vendor has quoted Rs. 120 for the 1<sup>st</sup> year and Rs. 115 for 2<sup>nd</sup> year. Then because of the above clause, the first quarterly payment would be made in Jan 2011 for 2 months only i.e. Nov – Dec 2010 (Oct 2010 being spent in hand-holding and takeover). So, although the quote for the 1<sup>st</sup> year is Rs. 120, effectively the vendor would be paid Rs. 110. Payment for the 2<sup>nd</sup> year would remain unaffected at Rs. 115. The vendor may note that the payment for phishing site takedowns would be made on actual basis.

### **6.4 Service Level Agreement**

The vendor is required to execute a Service Level Agreement with IDBI Bank covering all terms and conditions of this tender. Vendors need to strictly adhere to Service Level Agreements (SLA). Services delivered by vendor should comply with the SLA mentioned in the table below and the scope of services mentioned under Section 3. SLA will be reviewed on a quarterly basis.

S No.	Service Area	Service Level
1.	Monitoring & Log Analysis Services as per Section 3.1	<ul style="list-style-type: none"> <li>▪ 24x7 event / log monitoring and correlation</li> <li>▪ Event alerts within 15 minutes of the event</li> <li>▪ Initiate response within 30 minutes</li> <li>▪ Mitigation of security events / threats</li> <li>▪ Availability of relevant logs for last 3 months</li> <li>▪ Realtime dashboard view</li> <li>▪ Monthly consolidated report by 5<sup>th</sup> of every month</li> <li>▪ Quarterly Reports</li> <li>▪ Standard / Exception reports</li> </ul>
2.	Device Management as per Section 3.2	<ul style="list-style-type: none"> <li>▪ 24x7 service window</li> </ul>
3.	Vulnerability Assessment as per Section 3.3	<ul style="list-style-type: none"> <li>▪ 200 nos in a year having frequency as – <ul style="list-style-type: none"> <li>i. Set of 20 devices – Quarterly</li> <li>ii. Set of 20 devices – Half Yearly</li> <li>iii. Set of 40 devices – Yearly</li> <li>iv. Set of 80 devices – Once in 2 Year</li> </ul> </li> <li>▪ Benchmarking new vulnerabilities in assets should happen within 5 days of receiving security advisory</li> </ul>
4.	Penetration Testing as per Section 3.4	<ul style="list-style-type: none"> <li>▪ 20 nos in a year</li> </ul>
5.	Anti Phishing Services & Phishing Take-downs as per Section 3.5	<ul style="list-style-type: none"> <li>▪ 24x7 monitoring to detect the phishing site</li> <li>▪ Initial response within 15 min of detection of phishing site</li> <li>▪ Take down of phishing site with in reasonable time</li> <li>▪ Daily reporting of new phishing site coming up, action taken, status of the site, reactivation etc.</li> <li>▪ 24x7 monitoring for reactivation</li> </ul>
6.	Anti Malware Services as per Section 3.6	<ul style="list-style-type: none"> <li>▪ 24x7 monitoring</li> <li>▪ Initial response within 15 minutes for code injection attempts and attack alerts</li> <li>▪ Initial response within 30 minutes on blocking/containment/recovery</li> </ul>
7.	Security Intelligence Services as per Section 3.7.1	<ul style="list-style-type: none"> <li>▪ Advisories within 12 hours of new global threats &amp; vulnerabilities disclosures.</li> </ul>
8.	OS / Database Hardening Checklist as per Section 3.7.2	<ul style="list-style-type: none"> <li>▪ Provide the checklist for all the OS / Database with Bank every quarter</li> </ul>
9.	Dedicated Onsite Resource as per Section 4.2	<ul style="list-style-type: none"> <li>▪ As per roles and responsibilities mentioned under Section 4.2.</li> </ul>
10.	Reports & Dashboard	<ul style="list-style-type: none"> <li>▪ Vendor should provide daily/weekly/monthly/quarterly reports for each of the services in a timely manner.</li> <li>▪ Dashboard should give online view of all devices monitored with their status</li> </ul>
11.	Others	<ul style="list-style-type: none"> <li>▪ Vendor should provide up-to-date contacts and Escalation matrix</li> <li>▪ The vendor should use reputed commercial tools / softwares and not depend on the freeware or open sources</li> </ul>

## 6.5 Performance Bank Guarantee

- i. The successful Bidder shall furnish the Performance Bank Guarantee as per the format provided in Annexure – II: Form -2, within 15 days of the signing of the contract.
- ii. The value of the Performance Bank Guarantee will be 20% of the total contract amount mentioned in the Purchase Order and shall be valid through the period of contract.
- iii. The Performance Bank Guarantee shall be denominated in Indian Rupees (INR) and obtained from a scheduled commercial bank acceptable to IDBI Bank.
- iv. The proceeds of the Performance Bank Guarantee shall be adjusted by IDBI Bank towards compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.
- v. Failure of the successful Bidder to comply with the requirement of furnishing the Performance Bank Guarantee within the time stipulated shall constitute sufficient grounds for the annulment of the Contract, in which event IDBI Bank shall be entitled to award the Contract to the next best evaluated bidder or call for new bids. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders.
- vi. The Performance Bank Guarantee will be discharged by IDBI Bank and returned to the Vendor after 30 (thirty) days after the expiry of contract period.

## 6.6 Termination of Agreement

- a) IDBI Bank reserves the right to terminate the Agreement by giving the Vendor/ Bidder a 15 days prior and written notice indicating its intention to terminate the Contract/Agreement under the following circumstances:
  - i. Where it comes to IDBI Bank's knowledge that the Vendor/ Bidder (or the Bidder's team) is in a position of actual conflict of interest with that of IDBI Bank, in relation to any of terms of the Bidder's bid or the Contract/Agreement.
  - ii. Where the Vendor's/ Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Vendor/ Bidder, any failure by the Vendor/ Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Vendor/ Bidder or the happening of any such events that are adverse to the commercial viability of the Vendor/ Bidder.
  - iii. In the event of the happening of any events of the above nature, IDBI Bank shall reserve the right to take any steps as are necessary, to ensure the

- effective transition of the Service(s) to the next successor Bidder, and to ensure business continuity.
- b) **Termination for Insolvency:** IDBI Bank may at any time terminate the Agreement by giving written notice to the Vendor/ Bidder, without compensation to the Vendor/ Bidder, if the Vendor/ Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IDBI Bank.
  - c) **Termination for Default:** IDBI Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor/Bidder, may terminate the Contract/Agreement in whole or in part.
  - d) **Quality of Service (QoS)** IDBI Bank may at any time terminate the Agreement by giving written notice to the Vendor, in case the services provided by the vendor is in violation with the SLA or its quality is found to be poor.

In addition to the termination of contract, the IDBI Bank reserves the right to invoke the Performance Bank Guarantee given by the Service Provider to recover the damages.

## 6.7 Force Majeure

- a) Notwithstanding the provisions of this Agreement the Vendor shall not be liable for forfeiture of its Performance Bank Guarantee, termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.
- b) For purpose of this Clause “Force Majeure” means war or revolution, terrorist act, fire, flood, earthquake, epidemic, quarantine restriction and freight embargoes.
- c) If a Force Majeure situation arises, the Vendor /Bidder shall promptly notify IDBI Bank in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI Bank in writing, the Vendor/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. IDBI Bank may terminate the Agreement, by giving a written notice of minimum 15 days to the Vendor/Bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) assigned to it for a period of more than 30 days.

### Annexure I: Formats

#### Format – A: Financial Summary

Sr. No.	Particulars	FY 08-09 (Rs. in Lakhs)	FY 09-10 (Rs. in Lakhs)
1	Turnover		
2	Net Profit		

#### Format – B: Skilled Staff Summary

Sr. No.	Skill	Strength
1	CISA	
2	CISSP	
3	CISM	
4	CEH	
5	CVA	

*Vendor may add rows to specify any other skill sets relevant to MSS.*

#### Format – C: Client List

Sr No.	Client Name	Contact Details *	Contract Period **		Contract Amt (Rs. in Lakhs)	Services Rendered	Tools Used
			From Date	To Date			

\* *With email-ids, Tel nos.*

\*\* *Latest first*

**Annexure – II: Forms****Form – 1A:****Undertaking**

This is to certify that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of RFP document and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010

Signature

(Company Seal)

\_\_\_\_\_  
In the capacity of

\_\_\_\_\_  
Duly authorized to sign bids for and on behalf of:

**Form – 1B:****Undertaking**

We hereby declare that no inquiries or investigations have been threatened, commenced or pending against us and we have not been blacklisted by any statutory or regulatory or investigative agencies or lending institutions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010

Signature

(Company Seal)

\_\_\_\_\_  
In the capacity of

\_\_\_\_\_  
Duly authorized to sign bids for and on behalf of:

**Form – 2: Performance Bank Guarantee**

<b>Bank Guarantee No.</b>	
<b>Bank Guarantee Amount</b>	
<b>Expiry Date</b>	_____
<b>Claim Period</b>	M/s. _____
<b>Account</b>	

**GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT**

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Ten

BY :

\_\_\_\_\_ Bank, a body corporate constituted under \_\_\_\_\_, having its Registered Office/ Head Office at \_\_\_\_\_, and a Branch Office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of SECTION 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as "**Bank**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

**WHEREAS** Bank had called for the bids for engagement of Vendor providing Managed Security Services to the Bank and for the purposes M/s..... have been appointed as the Vendor (hereinafter referred to as " Vendor") and accordingly has entered into Contract / Agreement on ..... (**Agreement**) with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

**AND WHEREAS** pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "**the said documents**", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Bank, the MSS Services more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "**the Services**"), subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

**AND WHEREAS** the Vendor has duly signed the said documents.

**AND WHEREAS** in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a bank acceptable to the Bank for a sum of Rs. ....(Rupees..... Only) being 20% of the contact price excluding phishing site take-down Charges for the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.

**AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to issue the guarantee in favour of the Bank for a sum of Rs. .... (Rupees .....Only) being the 20% of the Contract price

**AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank that the Vendor shall faithfully observed and performed of the terms of the said documents

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

(1) The guarantor hereby agree and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.

(2) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Bank at its office at Mumbai forthwith, and all monies payable by the Vendor to the extent of Rs. .... against any loss, costs, damages, breach of Service Level Agreement, denial of services, poor quality of service etc. suffered by the Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

(3) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

(4) The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

(5) To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank

(6) The liability of the Guarantor, under this Guarantee shall not be affected by

- i. any change in the constitution or winding up of the Vendor or any absorption, merger or
- ii. amalgamation of the Vendor with any other company, corporation or concern; or

- iii. any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
- iv. acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
- v. any change in the constitution of IDBI Bank / Vendor; or
- vi. any change in the set up of the Guarantor which may be by way of change in the constitution,
- vii. winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

(7) This Bank guarantee shall be valid upto.....

(8) The Guarantor hereby agree and undertake to extend the validity period of this guarantee for a further period as decided by the Bank when, such request is received at least 15 days before the expiry validity period of the guarantee.

(9) This guarantee shall be binding upon us and successors –in -interest and shall be irrevocable.

(10) Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed Rupees .....(Rupees .....only) This Guarantee will expire on \_\_\_\_\_. Any demand or claim in writing under this Guarantee must be received by the Guarantor on or before \_\_\_\_\_ (please note to mention the date which would be three months after the expiry of validity period of Bank guarantee) (11)For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising therefrom the courts of Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY  
the within named Guarantor,

\_\_\_\_\_,  
by the hand of Shri.\_\_\_\_\_,  
its authorised official.

### Form – 3: Contract Form

**THIS AGREEMENT (the Agreement)** made at..... the .....day of ..... 2010.

BETWEEN

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of SECTION 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “IDBI Bank / **the Purchaser**” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

..... (*Name of successful Bidder / Contractor*) of ..... (please specify the registered office of the (*Contractor*) (hereinafter called “**the Contractor**” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

The Purchaser and Contractor are hereinafter collectively referred to as "Parties".

**WHEREAS** the Purchaser invited bids for certain Services viz..... (*Brief Description of Services*) and has accepted a bid by the Contractor for rendering of the Services for the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called “the Contract Price”).

### **NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

In consideration of the payments to be made by the Purchaser to the Contractor as hereinabove mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide / render the Services, to furnish necessary undertakings, guarantees, etc. as mentioned in the RFP document / the said documents and to remedy defects, if any therein, including addressing / mitigating new security threats / vulnerabilities etc. as per the global standards and practices pertaining to the scope of services, strictly in conformity in all respects with the provisions of the said documents.

(1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP / Contract / Agreement referred to.

(2) The RFP Document No. \_\_\_\_\_ shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

- i. Invitation for Bids;
- ii. Bid preparation, submission and evaluation process;
- iii. Scope of work;
- iv. Technical & commercial bids submitted by the Bidder/Contractor;
- v. Service level requirements;
- vi. the terms and conditions of RFP / Contract ;

(3) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services and the remedying of defects, if any therein, including implementing / using global and standard practices related to services in scope etc., the Contract price or such other sum as may become payable under the provisions of the said documents at the times and in the manner prescribed by the said documents.

(4) The Vendor shall provide the services and other incidental documents / records / reports as per the scope of the service / work as contained in the RFP documents / the said documents.

(5) All applicable taxes shall be deducted by the IDBI Bank/ the Purchaser at source according to the tax rate prevalent at the time making payment.

(6) the Contract price quoted by the Vendor in RFP document shall be finalized and inclusive of all duties, service tax ,levies, other taxes, traveling expenses , lodging /boarding, local conveyance or any other expenses of whatsoever nature for the said service.

(7) Representations and Warranties of the Vendor.

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

- a) it is duly organized and validly existing organization under Indian Laws.
- b) it has power and authority to execute and deliver this Agreement/Contract and has taken all necessary steps to authorize execution, delivery and performance of this Agreement/Contract.
- c) it has power and authority to do all things necessary and appropriate and to perform Services contemplated under this Agreement/Contract
- d) neither the execution and delivery by the Vendor of the Contract/Agreement nor the Vendor's compliance with or performance of the terms and provisions of the 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 (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor 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/ partnership deed of the Vendor.
- e) has made or shall make all necessary arrangement for performance of the services. In case of failure on the part of Vendor /Contractor to provide any part of services as mentioned, IDBI Bank has a right not to pay for such particular part of services and has also right to deduct a sum of Rs.50,000 for such damages.
- f) that the Vendor is a company/ partnership firm which has the requisite qualifications, skills, experience and expertise to give Service to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract / Agreement.
- g) that the Vendor is not involved in any litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance of Service under the Contract/Agreement. No inquiries or investigations have been threatened, commenced or pending against the Vendor or its team members by any statutory or regulatory or investigative agencies.
- h) that the representations made by the Vendor in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless IDBI Bank specifies to the contrary, the Vendor shall be bound by all the terms of the bid.
- i) that the Vendor has the professional skills, personnel and resources/authorizations that are necessary for giving the Service or to perform its obligations under the bid and this Contract/Agreement.

j) that the Vendor shall use such assets of IDBI Bank as may be permitted by IDBI Bank for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Vendor shall however, have no claim or 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.

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

l) That the execution of the Service herein is and shall be in accordance and in compliance with all applicable laws.

m) That all conditions precedent under the Contract/Agreement / bid document has been complied.

n) That the Vendor 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 which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.

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

#### (8) Indemnification

The Vendor shall indemnify IDBI Bank, its directors, officers, employees, agents and representatives and keep it indemnified and save harmless against any and all loss or damages caused during and after the execution of the services contemplated hereunder and done either by him or his staff / agents / representatives either directly or due to their negligence, in the form and to the satisfaction of IDBI Bank. Indemnity contemplated hereunder shall survive notwithstanding the termination of the Contract /Agreement.

#### (9) Termination of Agreement /Contract

9.1 IDBI Bank /the Purchaser may terminate this Agreement/Contract for any breach of the terms and conditions of this Agreement/Contract / bid by giving 15 days notice to the Vendor requiring it to make good the default(s) within notice period.

9.2 Termination of this Agreement/Contract shall not affect or prejudice any provisions of this Agreement/Contract, which are expressly or by implication provided to continue in effect after such termination.

9.3 IDBI Bank /the Purchaser may impose penalty, in case of delay of any deliverables at the rate of 1% of the total Contract Price per week, or part thereof, of delay, subject to a maximum of 10% of total Contract Price, for the delays attributable to Vendor. If the delay exceeds six weeks, IDBI Bank reserves the right to terminate the services / Agreement unconditionally.

#### (10) Notices

10.1 All notices in connection with this Agreement/Contract, shall be given in writing, hand delivered or sent by courier or by facsimile transmission, confirmed by courier to the address or fax number specified below, or to such other address or number which the parties may have last specified. All such notices shall be effective upon receipt to:

IDBI Bank Limited

.....  
 .....  
 .....

Mumbai – 400 005.

Vendor:

.....  
 .....  
 .....

10.2 Either of the parties hereto may by notice change the address to which such notices and communication are to be delivered or transmitted.

#### (11) Dispute Resolution

IDBI Bank/ the Purchaser and the Vendor shall make every effort to resolve dispute amicably by direct negotiations in case of any disagreement or dispute arising between them in connection with any of the terms & conditions of the contract or part of the terms & conditions of the contract or interpretation of any or part of the terms & conditions of the contract, Any dispute between the Vendor and IDBI BANK, which cannot be settled by negotiation may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final and binding. The Vendor shall not be entitled to suspend the Service, pending resolution of any disputes and shall continue the Service in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Vendor and IDBI Bank or the subsistence of any arbitration or other proceedings. The arbitration clause in this provision will survive this Agreement.

#### (12) Compliance with RBI and other Regulatory Requirements

The Vendor shall individually obtain the necessary regulatory approvals from the RBI or other regulatory bodies, if any required, for the Contract .Any demand for information regarding any of the matters to the extent mutually agreeable under this Agreement called for by the RBI or any other regulatory body shall be promptly responded to by the concerned Party. The Vendor undertakes to comply all the statutory and regulatory requirements under the applicable laws in connection with Service including Labour, Industrial and Cyber Laws.

#### (13) Severability

If any of the terms, covenants or conditions thereof as to application of such term, covenant or conditions shall be held invalid as to either party on circumstances by any court having jurisdiction, the remainder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and effect and shall continue to be valid, legal, subsisting, binding and enforceable.

#### (14) Survival of provisions

In order that the parties hereto may fully exercise their rights and perform their obligations hereunder, such provisions of this Agreement /Contract that are required to ensure such exercise or performance shall survive the termination of this Agreement for any cause whatsoever.

(15) Entire Agreement

i) This Agreement /Contract contains all of the understanding and agreement of whatsoever kind and nature existing between the parties hereto with respect to written or oral agreements, commitments, representatives, communications and understandings between the parties hereto with respect to the transactions herein contained.

ii) Necessary corrections, if any, arising out of corrigenda clarifications issued before opening of tender have been made in these documents. Also the subsequently agreed terms based on the discussions held between the Vendor and IDBI Bank which were finally accepted for the said services have been incorporated and all pages in the proposal have been initialed both by Vendor and IDBI Bank in token of their acceptance.

(16) Headings

The heading of various Articles and Sections herein are for convenience of reference and are not deemed to affect the construction of the relative provisions.

(17) Effective date and validity

This Agreement /Contract shall become binding on the parties on and from \_\_\_\_\_. It shall be in force until its termination or \_\_\_\_\_, whichever is earlier.

(18) Force Majeure

If the performance as specified in this Contract /Agreement is prevented, restricted, delayed or interfered by reason of: Fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government or regulations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, then, notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

If a Force Majeure situation arises, the Vendor shall promptly notify IDBI Bank in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI Bank in writing, the Vendor shall continue to perform its obligations under the Contract /Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. IDBI Bank may terminate the Contract /Agreement, by giving a written notice of minimum 15 days to the Vendor, if as a result of Force Majeure the Vendor is unable to perform a material portion of the work assigned to him for a period of more than two weeks.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed on the day, month and year first above written.



Signed and Delivered by  
the within named  
IDBI Bank / Purchaser  
Signature :

Name :

Date :- .....

1. **IN THE PRESENCE OF.** Signature

Name :- .....

Address :- .....

2. .... Signature

Name :- .....

Address : .....

.....

Signed and Delivered by .....  
the within named  
Contractor

M/s. ....

Date :- .....

**IN THE PRESENCE OF :**

1. Signature

Name :- .....

Address :- .....

.....

2. Signature

Name : .....

Address : .....

.....

#### Form – 4: Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at ..... this .....day of ..... 2010.

#### BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at ..... (hereinafter referred to as the Contractor. which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

IDBI Bank Limited , a company registered under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 having its registered office at IDBI Tower, Cuffe Parade, WTC Complex, Mumbai-400005 (hereinafter referred to as "IDBI Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns ) of the OTHER PART.

The Contractor and IDBI Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

#### WHEREAS:

1. IDBI Bank is engaged in the business of providing financial assistance to its borrowers and intends to avail services of a Managed Security Services (MSS) provider.
2. In the course of such assignment, it is anticipated that IDBI Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Contractor some Confidential Information (as hereinafter defined), to enable the Contractor to carry out the aforesaid exercise ( hereinafter referred to as " the Purpose").
3. IDBI Bank is duty bound to ensure that information in respect of its constituents is not disclosed to third parties and has agreed to disclose such Confidential Information on ..... . executing an agreement, being these presents, to safeguard and protect such Confidential Information as it may receive from IDBI Bank or its officers/employees etc. for the Purpose.
4. The Contractor is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services as furnished by the Contractor in its RFP or otherwise and the Contractor is aware that all the confidential information under the Bid documents / the Agreement / Contract are privileged and strictly confidential and/ or proprietary to IDBI Bank

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the IDBI Bank granting the contractor and or his agents, representatives to have specific access to IDBI Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

#### **1. Confidential Information:**

(i) "Confidential Information" means all information disclosed/furnished by IDBI Bank to the vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the vendor to carry out the proposed MSS assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure).

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by..... ,
- (b) was rightfully in the possession of the vendor without any obligation of confidentiality prior to receiving it from IDBI Bank,
- (c) was rightfully obtained by the vendor from a source other than IDBI Bank without any obligation of confidentiality,
- (d) was developed by for the vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is /was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the vendor shall, unless prohibited by law or regulation, promptly notify IDBI Bank of such order and afford IDBI Bank the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of IDBI Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. **Non-disclosure:** The vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to consultants only if the Consultant has executed a Non-Disclosure Agreement with the Vendor that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify IDBI Bank

immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) information regarding IDBI Bank and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
  - b) any aspect of IDBI Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
  - c) business processes and procedures; or
  - d) current and future business plans; or
  - e) personnel information; or
  - f) financial information.
3. **Publications:** The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of IDBI Bank.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by IDBI Bank, whichever is earlier. The Vendor hereby agrees and undertakes to IDBI Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to IDBI Bank, all information received by it from IDBI Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to IDBI Bank to certify in writing upon request of IDBI Bank that the obligations set forth in this Agreement have been complied with.
- Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.
5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by IDBI Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with IDBI Bank.
6. **Remedies:** The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to IDBI Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, IDBI Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. IDBI Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the

