

**Request for Proposal (RFP)
For
Procurement of Web Application Firewall (WAF)
(Ref. No: IDBI-Bank/ITD/VMG/RFP/21-22/34:
March 31, 2022)**

IDBI Bank Limited,
IT Division
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738/022-6670 0616



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INVITATION TO BID

IDBI Bank Ltd.(hereinafter referred to as “IDBI Bank” / “the Bank”) (a company incorporated and registered under Companies Act, 1956 and a company within meaning of Section 2(20) of Companies Act, 2013 and a banking company under Section 5(c) of Banking Regulation Act, 1949 with CIN L65190MH2004GOI148838 having registered office at, IDBI Towers World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005) proposes to invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as “Bidder”) who are capable and willing to supply, install, implement, manage & maintain Web Application Firewall (WAF) within the contract period in an efficient manner and as per details listed out in this document. The applicant/ Bidder should have the capability to timely supply, deliver, install, and implement, commission as per the RFP requirement to meet Scope of Work, Service Level and Technical requirement.

The RFP document will be available at Bank’s website, which could be accessed through URL address www.idbibank.in (Notices and Tenders)

The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>):

- Please note that all the information Desirable needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit and Bid fee as specified in the Bid document.
- Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated on IDBI Bank’s website.
- The information provided by the bidders in response to this RFP document will become the property of IDBI Bank Limited and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- **It is highly recommended that the bidders are instructed to submit their bids well within time instead of waiting till the last date to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor E-Procurement Technologies Pvt. Ltd. (Auction Tiger) will be responsible for such eventualities.**
- **All the documents to be submitted duly digitally signed by competent authority as per Bank’s prescribed format only.**
- The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).

DISCLAIMERS

The information contained in this RFP document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of IDBI BANK LIMITED, (**"IDBI Bank"/ "the Bank"**) is provided to the Bidder subject to 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 is neither an agreement nor an offer and it is only an invitation by the Bank to the interested parties for submission of bids. 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 advices/clarifications. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by IDBI Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the selected Bidder or concessionaire, as the case may be, for the project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

IDBI Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

Bids not satisfying the procedure prescribed in the RFP document will be treated as invalid and rejected summarily.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website www.idbibank.in (Notices and Tenders) for any changes / development in relation to this RFP and The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website as well as in Bank's e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).

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SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1.	RFP Reference	IDBI-Bank/ITD/VMG/RFP/21-22/34
2.	Date of commencement of Bidding process (Issue of RFP)	March 31, 2022
3.	Last date and time for receipt of written queries/e-mail for clarification from Bidders	April 08, 2022 up to 17:00 hours
4.	Online Pre-Bid meeting Date & Time.	<p>April 11, 2022 up to 15:00 hours</p> <p>Bidders have to register themselves by sending following details to the Bank official mail id's mentioned below. Only two representatives from each bidder will be allowed to participate.</p> <p>Company Name: OEM: Representative Name: Designation: Email ID: Contact:</p>
5.	Last Date & Time for Bid submission.	<p>April 25, 2022 up to 16:00 hours</p> <p>The bid documents have to be submitted through electronic mode through the e-Tendering Portal (https://eauction.auctiontiger.net/EPROC/).</p> <p>Please refer the instructions to the bidders for online mode (Annexure-22).</p>
6.	Date and Time for opening of Bid	<p>April 25, 2022 up to 16:30 hours</p> <p>The bid documents have to be opened through electronic mode through the e-Tendering Portal (https://eauction.auctiontiger.net/EPROC/).</p>
7.	Place of opening of Bids / Pre – bid meeting / Communication	<p>IDBI Bank Limited, IDBI Annex Building, Plot No: 39-41, Sector 11, CBD Belapur, Navi Mumbai – 400 614.</p> <p>General Queries: Shri Jerapula Hemla/Shri Hariom Mishra Tel. No. 022 -6740 1738/ 022-6670 0616 Email: jerapula.hemla@idbi.co.in/ hariom.mishra@idbi.co.in</p> <p>Technical Queries: Shri Riyaj Inamdar / Abhishek Sinha Tel No:022 66700361 / 022 6868 5289 Mail ID: riyaj.inamdar@idbi.co.in/ abhishek.ss@idbi.co.in</p>
8.	Online Reverse Auction(ORA)	Date & Time will be intimated to the shortlisted Bidders.
9.	Bid Fee	Non Refundable fee of Rs.20,000/- + GST (Currently 18% GST)
10.	Earnest Money Deposit	Rs.10, 00,000/-(Rupees Ten Lakh Only). To be deposited separately.

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11.	Submission of Bid Fee and EMD	<p>Bid Fee & EMD must be deposited by the bidder through electronic mode (NEFT) to IDBI Bank's Current Account No. - 18337000010052, IFSC Code – IBKL0000183 at its branch situated at Belapur, Mumbai 400614. Bid not accompanied with Receipt on submission of Bid Fee & EMD will not be considered.</p> <p>Note: Bid fee and EMD amount to be deposited separately.</p>
12.	Security Deposit/PBG	<ul style="list-style-type: none"> Successful Bidder will have to submit 1st PBG issued by a scheduled commercial bank (other than IDBI Bank Ltd) of 3% for the contract value for 48 months (includes 36 months warranty period starts after Go-live + 12 months claim period) from the date of issue of PBG and forward to the Bank. In case of any extension required for installation, implementation of the solution, The revised PBG will have to be submitted by the bidder for the extended period (including warranty +claim period) The successful bidder will have to submit 2nd PBG of 3% for the entire AMC cost for a period of 48 months (includes 36 months AMC period +12 months claim period) 1 month before completion of warranty period. Previous PBG will be returned only when the renewed PBG is received by the Bank

1. This tender document is the property of the Bank & is not transferable.
2. This bid document has **101** pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be entertained after the date and time mentioned in this schedule, therefore.
5. Micro and Small Enterprises – Procurements through MSEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines listed there as well as those issued by GOI from time to time shall be eligible. Exemption from payment of EMD & Cost of bid document will be provided only on submission of proof of registration (A copy of NSIC / MSME Registration Certificate).

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SECTION 1**A (INTRODUCTION)****1. OVERVIEW**

1.1. IDBI Bank Ltd (“IDBI Bank” / “the Bank”) is a Company incorporated and registered under Companies Act, 1956 (1 of 1956) and a Company within meaning of section 2 (20) of Companies Act 2013 (18 of 2013) and Banking Company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005. The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. The Bank is engaged in providing finance and conducting banking business.

2. OBJECTIVE

2.1. The objective of this RFP is to select vendors who are interested and capable to supply, install, implement, manage and maintain Web Application Firewall (WAF) at Bank’s DC & DR location.

3. ELIGIBILITY CRITERIA

All eligibility requirements mentioned in **Section 4 ([Annexure-17](#))** should be complied by the Bidders as applicable and relevant supporting documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected.

Non-compliance of any of the criteria can entail rejection of the Bid. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

B (RFP BIDDING DOCUMENTS)**1. COST OF BIDDING**

- 1.1. The cost of RFP / Bid document as mentioned in the **Scheduled of Events**. .
- 1.2. The cost mentioned above should be paid through NEFT as mentioned in the Schedule of Events and copy of NEFT receipt/UTR Number to be submitted along with Bid Document. Bids received without the cost shall be summarily rejected. The cost is non-refundable.
- 1.3. In case, the RFP/Bid Document is downloaded from IDBI Bank's website www.idbibank.in, the cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. The Cost is non-refundable.
- 1.4. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

2. DOCUMENTS CONSTITUTING THE RFP

- 2.1. This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid, Disclaimers, Instructions for Bidders (**Section - 1**), Terms & Conditions of Contract (**Section - 2**), Legal Terms (**Section - 3**) and various annexures (**Section - 4**). The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
- 2.2. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid should be precise, complete and 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 responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible. Any decision taken by IDBI Bank as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

3. CLARIFICATION IN BID DOCUMENT

- 3.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in format indicated at [Annexure 16](#). Bank will respond to any request for clarification of the Bid Document received not later than the dates prescribed in schedule of events. Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank's website or / and through an email.
- 3.2. It may be noted that notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall have to regularly visit Bank's website to get updated on any changes / development in relation to this RFP.

C (PREPARATION & SUBMISSION OF RFP BID)**1. LANGUAGE OF RFP**

1.1. The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.

2. GENERAL INSTRUCTIONS

2.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to Bank for necessary clarifications and / or confirmation.

2.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign each page of the Bid Documents, Bank's response to Pre-bid queries and Corrigendum's, if any.

2.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.

2.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared "Late". No indications pertaining to price, financial or commercial terms are to be made on the envelopes.

2.5. The Bid should be a complete document and should be bound as a volume. The document should be printed on both sides with page numbers and with separation for chapters appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2.6. The bid response, duly addressed to Deputy General Manager, IT Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified and must be submitted through NEFT as specified in the Schedule of Event on or before the due date. The bid documents have to be submitted through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) on or before due date.

2.7.
2.8. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

2.9. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

2.10. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

2.11. Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by Bank shall be stated to the Bidder, if

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Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.

2.12. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2.13. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities and specifications are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.

2.14. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

2.15. Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.

2.16. The Technical Bid shall contain no financial / commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2.17. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

2.18. **The Bidder shall not make any request for modifications/amendments in the prescribed formats of legal documents, whether annexed in the RFP documents or not.**

2.19. Any effort by a Bidder to influence Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

2.20. The Bid Documents may be downloaded from our website www.idbibank.in (Notices and Tenders) and submitted at the address mentioned in the Schedule of Events.

2.21. The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).

2.22. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).

3. BID FORM:

3.1. Bidder Qualification

3.1.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.

3.1.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.

3.1.3. The Bidder shall sign the bid with the exact name of the firm / Company to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.

3.1.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the bidder.

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3.1.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory's authority.

4. DEADLINE FOR SUBMISSION OF RFP BIDS

- 4.1. Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 4.2. In the event of the specified date for 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.
- 4.3. 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 extended deadline.
- 4.4. Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

5. MODIFICATION AND WITHDRAWAL OF BIDS

- 5.1. 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.
- 5.2. No Bid may be modified after the deadline for submission of Bids.
- 5.3. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

6. PERIOD OF VALIDITY OF INDICATIVE BID PRICE:

- 6.1. Indicative Bids should be valid for 90 (Ninety) days from the last date for submission. A Bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 6.2. The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 6.3. The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

7. EARNEST MONEY DEPOSIT (EMD)

- 7.1. The Bidder shall furnish, as part of its Bid, an EMD as mentioned in the **Schedule of Events**.
- 7.2. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.
- 7.3. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.
- 7.4. The EMD shall be deposited through NEFT denominated in Indian Rupees only.

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- 7.5. Any bid not accompanied with the requisite EMD i.e. NEFT details shall be treated as nonresponsive and is liable to be rejected.
- 7.6. Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.
- 7.7. No interest is payable on the amount of EMD.
- 7.8. The EMD of the unsuccessful Bidders shall be returned after notification of award but not later than 30 (thirty) days after the conclusion of the contract.
- 7.9. The successful Bidder's EMD will be discharged upon the successful Bidder signing the contract and submitting the Security Deposit/PBG as mentioned in the **Schedule of Events**.
- 7.10. All the bidders are required to submit the EMD refund request in the format as per [Annexure- 13](#) given in the RFP.
- 7.11. Micro and Small Enterprises(MSEs): Micro, & Small Enterprises (MSE) registered under the SPRS (Single Point Registration Scheme) of National Small Industrial Corporation (NSIC) or equivalent and having single point registration are exempt for payment of EMD to the extent of monetary limit stated in the registration certificate. The Bidder should submit the valid certified copy of NSIC or equivalent registration certificate/ renewal certification. Photocopy of application towards registration / renewal is not acceptable.

8. PERFORMANCE BANK GUARANTEE (PBG)/PERFORMANCE SECURITY DEPOSIT (PSD)

- 8.1. In addition to the Earnest Money Deposit mentioned in this tender notice, Bank has decided to obtain Security Deposit in form of Performance Bank Guarantee (PBG) details as mentioned in the **Schedule of Events**.
- 8.2. Successful Bidder will have to submit 1st PBG of 3% for the contract value for 48 months (includes 36 months warranty period starts after Go-live + 12 months claim period) from the date of issue of PBG.
- 8.3. In case of any extension required for installation, implementation of the solution, the revised PBG will have to be submitted by the bidder for the extended period (including warranty +claim period).
- 8.4. The successful bidder will have to submit 2nd PBG of 3% for the entire AMC cost for a period of 48 months (includes 36 months AMC period +12 months claim period) 1 month before completion of warranty period. Previous PBG will be returned only when the renewed PBG is received by the Bank.
- 8.5. In case of any loss to the bank due to non-compliance of the terms & condition as agreed between the parties; the Security Deposit shall be liable to be forfeited straight away.
- 8.6. The Successful Bidder shall furnish the Performance Bank Guarantee within 15 days of the receipt of acceptance by Bank, as per the format at [Annexure 9](#).
- 8.7. The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the bidders failure to complete its obligations under and in accordance with the Contract.
- 8.8. Penalties, if any will be recovered from the SD. In case SD amount decreases from the initial deposit level due to penal deductions, etc., it shall be made up / replenished back to the initial amount deposited within 7 days of such penal deductions, etc. being affected.
- 8.9. Failure of the Successful Bidder to comply with the requirement of the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the EMD, in which event the Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

D (OPENING AND EVALUATION OF RFP BID)

The bid documents have to be opened through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) as per the date, time & locations mentioned under the clause in the "Schedule of Events".

1. PRELIMINARY CHECK

- 1.1.** The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.
- 1.2.** Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.
- 1.3.** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, the Bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.
- 1.4.** A Bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 1.5.** Bank may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 1.6.** Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.
- 1.7.** Bank reserves the right to re-issue / re-commence / cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.
- 1.8.** During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- 1.9.** Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

2. TECHNICAL BID EVALUATION

- 2.1.** A screening committee constituted by IDBI Bank for the purpose of selection of the successful Bidder, would evaluate Bids.

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- 2.2.** The proposals will be evaluated in two stages. In the first stage Technical Evaluation of the Bidders will be done. The Bidders scoring a minimum of 70 marks based on the detailed evaluation in Technical Proposal Evaluation would be qualified and short listed for Opening of Indicative Commercial Bid. In the second stage, ORA would be conducted for the technically qualified bidders.
- 2.3.** Each Bidder acknowledges and accepts that IDBI Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP.
- 2.4.** The technical Bid should necessarily contain all Technical details and other terms and condition of RFP. The Bidder's proposal should conform to the contents and format of the technical bid listed out [Annexure – 17](#) & [Annexure-21](#) of the RFP .Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.
- 2.5.** The technical Bid / scope of the work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include scrutiny of company profile, technical and functional information. The Bidder will demonstrate / substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the IDBI Bank. The Bidder should use their own tools / utilities / simulators to demonstrate the features laid in the RFP / evaluation criteria.
- 2.6.** The functional and technical specifications are in a form of a table as provided in [Annexure - 14](#), which contains the required functionality features. Bidder's responses against each functionality as detailed therein would be evaluated for the next process i.e. Indicative Commercial evaluation & ORA.
- 2.7.** IDBI Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

3. COMMERCIAL BID EVALUATION

- 3.1.** The Indicative Commercial Bid will be opened only if the Technical Bid is cleared and accepted by the Bank.
- 3.2.** L1 vendor will be arrived at through an Online Reverse Auction (ORA). Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.

4. ONLINE REVERSE AUCTION (ORA)

- 4.1.** In this phase, the technically qualified bidders with valid commercial Bid will qualify to participate in an Online Reverse Auction (ORA). The date and time along with the Auction rules would be provided to the shortlisted Bidders separately.
- 4.2.** The Bidder is expected to submit one indicative commercial proposal and the Bank will conduct ORA only once.
- 4.3.** After ORA, if there is a large variance from lowest indicative commercial quote or Bank's estimated price, Bank reserves the right to call the successful bidder for a price negotiation.
- 4.4.** Bank shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept any Bid, wholly or in part.
- 4.5.** On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 (three) days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's Bid and make procurement from L2 or L3 Bidder who matches price with L1 Bidder.

5. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 5.1.** Bank reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any

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obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

6. ACCEPTANCE OF BID

6.1. Prior to the expiration of the period of Bid validity, Bank will notify the Successful Bidder in writing, that its bid has been accepted.

7. SIGNING OF CONTRACT

7.1. After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents.

7.2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non- Disclosure Form, Deed of Indemnity / warranty and other applicable documents as specified in the RFP / Bid Document.

7.3. The Contract form and all other documents would be signed at Mumbai within 15 days of receipt of notification of award of contract.

7.4. **Payment of stamp duty would be as per applicable laws in the State of Maharashtra and would be paid in Maharashtra only. No other state stamp duty will be accepted.**

7.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.

7.6. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

SECTION 2

1. PAYMENT TERMS

- 1.1. No advance payment will be provided on awarding the contract.
 1.2. Payment will be released based on the milestone –

Sr. No.	Milestone	Payment	Documents
1	Delivery of Hardware & Software as per BoM	40% of Hardware & Software cost after POST	Delivery challan, Original invoice, POST report
2	Installation at both DC & DR	10% of Hardware & Software cost	Installation certificate for hardware & software
3	Configuration, Implementation as per Scope and signoff for 3 applications	15% of Hardware & Software cost and 40% of implementation cost	sign off for 3 applications
4	Integration / Migration of existing 22 applications (other than sr. no. 3) in prevent/block mode & sign-off	15% of Hardware & Software cost, 20% of implementation & set up cost	Sign off for 22 applications
5	Integration / Migration of existing 20 applications (other than sr. no. 3 & 4) in prevent/block mode & sign-off	10% of Hardware & Software cost, 20% of implementation & set up cost	Sign off for 20 applications
6	3 months after go-live	10% of Hardware & Software cost & 20% of implementation & set up cost	
7	AMC/Support	Quarterly in arrears	Satisfactory certificate for the last quarter

1.3. Payment will be released after submission of necessary documents like delivery challan, Installation report duly signed / sealed by authorized bank person and road permit receipt (if any). Authorised Bank person full name, his EIN no. and contact no. mentioned on Delivery Challan & installation Report (IR) in case the Bank's seal is not available.

1.4. The payment processing is done centrally at Mumbai. The bidder should submit all bills / invoices to the contact indicated in the Purchase Order (PO).

1.5. Payment processing will be initiated only after ensuring that the vendor has submitted and executed all Legal documents.

1.6. Bidder has to submit the performance security in the form of PBG (in the manner and form as provided in the RFP) for 3% of total contract value upfront at the time of signing of the contract.

1.7. In case of downward revision in value mentioned in the invoice due to deduction of penalty / liquidated charges, for deficiency of service, or non-compliance of conditions, the vendor shall issue a credit note for such reduced value. If credit note is not provided, GST on penalty amount shall be appropriated from the net settlement being made to the vendors.

1.8. For early settlement of payments, successful vendor may preferably open a savings / current account with IDBI Bank.

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1.9. IDBI Bank reserves the rights to dispute / deduct payment / withhold payments / from dues payable to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the IDBI Bank at its sole discretion adjudge.

1.10. It is clarified that the any payments of the charges made to and received by authorised Successful Bidder personnel shall be considered as a full discharge of IDBI Bank's obligations for payment under the Agreement.

2. EXPECTED COMMISSIONING TIME

2.1. The delivery /commissioning shall be done at the respective locations i.e. at DC-Belapur, DR-Chennai within timelines mentioned below from the date of release of PO –

Sr. No.	Milestone	Timelines
1	Delivery of Hardware & Software as per BoM	All the deliverables (hardware/software/equipment) should be delivered within 14 weeks from the date of purchase order issuance.
2	Installation (Rack mounting, connection establishment-ports and cable connectivity) at both DC & DR. Installation report to be submitted.	Installation of hardware / equipment / software should be completed within 18 weeks from the date of purchase order issuance.
3	Configuration, Implementation as per Scope and signoff with 3 applications	Sign off for initial 3 applications should be completed within 22 weeks from the date of purchase order issuance.
4	Integration / Migration of existing application (alleast 45 applications) in prevent/block mode & sign-off	Project should be completed within 42 weeks from the date of purchase order issuance.

3. COMMISSIONING DOCUMENTATION:

3.1. Delivery of the equipment shall be made by the bidder as per the scope of work mentioned in this RFP / Bid Document.

3.2. The details of documents to be furnished by the Bidder are specified hereunder:

3.2.1. 3 (Three) copies of Bidder's invoice showing contract number, Services description, quantity, unit price and total amount.

3.2.2. Prior to preparing invoice copy and delivery challan before delivering the equipments, the bidder should check, verify and confirm the location address, user name, contact details with our purchase order. Bidder should ensure that proper delivery of equipment address, Name of end user, and contact details are mentioned on the invoice copy / delivery challan, so that the equipment's are delivered at the correct location & end user. If the equipments are delivered at a location different from the location they are actually to be delivered to, then it will be the sole responsibility of Successful Bidder to arrange delivery of the equipments at the locations they are meant for at no extra cost to the Bank. No extra payment will be made for wrong delivery or miss delivery of equipment/s.

3.2.3. Original Delivery note and acceptance certificate duly signed for receipt, installation and commissioning of equipment from the concerned location

3.2.4. Bidder's warranty certificate.

3.2.5. Inspection certificate issued by the nominated inspection agency, if any

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3.2.6. Other documents which the Purchaser may specify to the Bidder.

3.3. The above documents shall be received by Purchaser before arrival of equipment (except where it is handed over to the consignee with all documents) and, if not received, the Bidder will be responsible for any consequent expenses and other liabilities arising there from.

3.4. Purchase order will be placed as and when branch location is identified and exact requirement has been finalized.

4. SCOPE OF WORK

4.1. Overview of the scope of the Service(s)

4.1.1. The vendors / bidders are required to quote the overall cost of the customised WAF solution along with OEM and Vendor Support for 06 years. The vendors/bidders shall supply the WAF solution and complete the installation at IDBI Bank's DC and DR location complying with technical specifications given in the technical bid document, along with accessories (Rack mount kit, cables – power, Fibre, Copper, SFP ports etc.) and necessary documentation etc. Solution Hardware Rack Mounting, Cabling and Testing of all the solution features as required in the Bid Document.

4.1.2. The solution broadly covers the following.

Hardware to be Procured	Belapur DC	Chennai DR
WAF Appliances	2	2
WAF Management Hardware	1	1

4.1.3. The solution will involve 4 appliances that will be deployed at Belapur DC and Chennai DR Locations to be configured in HA mode.

4.1.4. Installation and implementation of the WAF solution would be completed in a seamless manner. These would include the feasibility study and on actual migration of the existing WAF architecture, configuration, application profile, signatures, policies etc.

4.1.5. The solution would be able to provide predefined and custom MIS Reports generation: Daily reports, Periodic reports, Exception reports, Detailed/summary level reports, etc. which would enable the bank to monitor the performance of these WAF.

4.1.6. Vendor should provide in built or custom interface to integrate to multiple security monitoring and reporting tools available in the IDBI environment such as SIEM, SOAR, APT, and TIP etc.

4.1.7. Vendor should provide comprehensive AMC and Support for a minimum period of 6 years.

4.1.8. Vendor should support the migration of WAF Application's profile, policies and features and building new policies required by organization for the proposed solution during the implementation phase (Approx. 60 Application).

4.1.9. OEM should have cloud version of the WAF with basic similar features and capabilities in both the versions viz on-prem and cloud version.

4.2. WAF Systems Deployment, Configuration, Customization and Implementation Services

4.2.1. WAF System Installation, Configuration, Integrations and Customization to meet the bank's requirement as per Bid document

4.2.2. The Vendor/ Bidder shall provide the technical design document including but not limited to Solution HLD, Solution LLD, Implementation Document, SOPs and best practices for operational support

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- 4.2.3. WAF Product Details, System Performance Benchmarks (Response Times, etc.)
- 4.2.4. WAF System Configuration Management
- 4.2.5. One time Migration/Deployment of existing WAF configuration with new WAF and documentation would be done by the vendor.

4.3. Project Planning, Monitoring and Control

- 4.3.1. The Vendor/Bidder shall develop a Project Management Plan. The plan shall also detail all milestones and indicate when the required deliverable will be available to the IDBI Bank
- 4.3.2. The Project Management Plan shall address at a minimum, the following Service(s)
- 4.3.3. WAF Solution Configuration, operation and maintenance activities
- 4.3.4. Document Control, Change Management
 - 4.3.4.1. Unique Use Case Testing PMO responsibilities – Daily Progressive Status, Periodic Status Reporting at least weekly and Governance call at least monthly basis, issue list management and resolution through escalation process
- 4.3.5. The progress of the implementation shall be monitored on regular basis and the deviations, exceptions shall be analysed and corrective actions to be recommended /suggested.
- 4.3.6. The Deliverables shall be
 - Project Management Plan
 - Project status reporting including Risks as well as Issues
 - Progress Reports at key milestones

4.4. Project Reporting

- 4.4.1. The first progress report would be submitted for the first milestone which would be the date of delivery. A weekly progress report shall be submitted thereafter. Also the Vendor/Bidder shall report on items by exception or that require urgent action.
- 4.4.2. Monthly Project Execution Committee meetings will be held at IDBI Bank premises in Belapur. The Vendor/Bidder is required to provide a report on the following:
 - Progress against the Project Management Plan
 - Status of all open issues and revised dates along with justification

4.5. WAF Solution Implementation

- 4.5.1. **Basic Installation includes following activities**
 - 4.5.1.1. BOM Verification.
 - 4.5.1.2. Mounting (Rack & Stack) of the Appliances.
 - 4.5.1.3. Basic configuration (Management IP, Gateway, DNS, Hostname, NTP Server).
 - 4.5.1.4. Making appliances accessible on the Network.
 - 4.5.1.5. Integration with Management Server.
 - 4.5.1.6. License configuration and activations (if any).
 - 4.5.1.7. Use Case Testing for Existing and New Applications
 - 4.5.1.8. Submission of Installation Report (For above activities)
- 4.5.2. **The implementation should be done by SI or OEM and no third party vendors should be involved.**
 - 4.5.2.1. Installation of Management Appliances and logging of traffic flowing through devices.
 - 4.5.2.2. Installation of WAF & Management Appliances minimum base line security standards as per the industry best practices and Bank Standard.

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- 4.5.2.3. Any new Firmware upgrade, bug-fix and Patch installation on WAF & Management Appliances during the project period.
- 4.5.2.4. Best Practice configuration / Implementation for WAF & Management Appliances , submitting the OEM solution architecture and configuration validation report submission
- 4.5.2.5. All existing applications should be integrated in WAF and same should be validated and verified by OEM as per best practice.
- 4.5.2.6. OEM certificate for implementation of WAF Architecture, configuration and security hardening as per best practices.
- 4.5.2.7. Integrate WAF Solution to BANK SIEM/SOAR for Audit logs, Security Events ,critical events for monitoring and automations
- 4.5.2.8. Integration with SAST and DAST solution.
- 4.5.2.9. Configure WAF Solution for logging of all activities performed by the Administrator
- 4.5.2.10. Integrated WAF Solution to Bank Monitoring tool for all the critical parameters such as CPU, Memory, interface errors /drops and other parameters available for monitoring
- 4.5.2.11. Consultant will co-ordinate and resolve with product team in case if there is any deviation observed in capacity in load test performed before go-live of the solution example
- 4.5.2.12. Raise Product enhancement for features if required that are not immediately available as part of product.
- 4.5.2.13. Integration of all web facing Applications in WAF with all (Critical/High Severity) policies to be in monitoring mode.
- 4.5.2.14. Moving applications to blocking mode from monitoring mode post taking appropriate actions on false-positives.
- 4.5.2.15. Troubleshoot all type of incidents observed post Application integration and
- 4.5.2.16. WAF Assess Solution deployment and document all exception and deviations.
- 4.5.2.17. Documentation & Configuration of critical monitoring parameter for WAF & Monitoring Appliances.
- 4.5.2.18. Providing Project Documentation which includes Deployment Architecture (Editable), HLD, LLD and SOPs.

4.6. **Support**

- The OEM/System Integrator should have Support Centres / Service Centre and 24x7x365 TAC Support.
- The Proposed WAF Solution should be provided with hardware replacement warranty and Ongoing Software Upgrades for all major and minor releases during the completion and post completion of project.
- OEM/SI should provide premium support. OEM/SI should provide onsite support whenever require.

4.7. **Training Services**

4.7.1. The Vendor/Bidder shall provide training at Belapur Mumbai to the number of personnel identified by IDBI Bank on functional, operational and reporting aspects of the entire WAF Solution

4.7.2. The Bidder/ Vendor shall provide training to at-least two batches of IDBI Bank officials for the following each type of training

- User Training
- System Administration training. (Preferably from OEM)

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- Top executive awareness program.
- Training should cover the core (WAF) features along with any additional/available/new features.

4.7.3. Training shall be for a minimum of 2 days per batch, with a batch size as mutually agreed by the IDBI Bank and Vendor/Bidder.

4.7.4. Training deliverables shall be

- User Training Plan
- Training Material in English

5. SERVICE LEVEL EXPECTATIONS & PENALTIES

5.1. Below is the SLA and penalty related to project implementation (delivery, installation & go-live) –

Sr. No.	Milestone	SLA Measurement	Penalty Calculation
1	Delivery of Hardware & Software as per BoM	14 weeks from date of PO issuance.	0.5% of TCO (excluding AMC cost and implementation) per week or part thereof, if there is overall delay beyond 18 weeks in delivery and installation from the date of issuance of PO
2	Installation at both DC & DR	18 weeks from date of PO issuance.	
3	Configuration, Implementation as per Scope and signoff for 3 applications	22 weeks from date of PO issuance	0.5% of Implementation cost per week or part thereof, if there is overall delay beyond 4 weeks in Configuration, Implementation as per Scope from the completion of 2nd milestone i.e. Delivery and installation.
4	Migration of existing applications (atleast 45 applications, including 3 at point 3 above) in prevent/block mode & sign-off	42 weeks from date of PO issuance.	0.5% of implementation cost per week or part thereof, if there is overall delay beyond 42 weeks in Migration of existing applications (atleast 45 applications, including 3 at point 3 above) in prevent/block mode & sign-off from the date of issuance of PO.

5.2. Post go-live (i.e during warranty & AMC period) the following service levels are expected to be maintained by the Vendor/Bidder

5.3. If the Bidder fails to maintain guaranteed uptime of 99.99% per month for all the ordered equipment/devices, during the contract period the Bank shall impose Penalties.

5.3.1. Amount of Penalty to be calculated for the shortfall in performance compliance level is as under :-

This would be measured as under on monthly basis:

$$\text{Uptime (\%)} = \frac{(\text{Total minutes in a month} - \text{downtime Minutes in a month excluding planned downtime})}{(\text{Total minutes in a month})} \times 100$$

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5.3.2. The SLA Penalty charges will subject to an overall cap of 15% of total P.O. cost (excluding AMC cost) during warranty period and 15% of total Annual AMC cost during AMC period. Thereafter Bank has discretion to cancel/terminate the contract.

Service Area	Service Level	Penalty during warranty period	Penalty during AMC period
Uptime of the WAF solution for High availability setup	Uptime % (A) Calculated on Monthly basis for Firewalls. In case of any hardware problems, the SI should ensure that replacement devices are made available to meet the SLAs.	Cost of Product including 3 year warranty (%)	Annual AMC Support Cost (%)
	A >= 99.99%	NA	NA
	99.99% > A >= 99.80%	2%	4%
	99.80% > A >= 99.50%	3%	6%
	99.50% > A >= 99.00%	5%	10%
	99.00% > A	Penalty at an incremental rate of 1% for every 0.5% additional downtime.	Penalty at an incremental rate of 5% for every 0.5% additional downtime
Version Upgrade Major / Minor for all Software / Hardware/ Middleware/VA Compliance/Health Check	The SI Team have to have version upgrades of all underlying software / Middleware as per respective OEM recommendations & Publish the Quarterly version upgrade calendar for the same. Failure to comply with Version upgrade calendar will attract penalties.	For breaches of Version upgrade Calendar – The penalty will be charged as Rs.10,000/- for every 24 hour of delay post 30 days of time in case the version upgrade is not effected .	
Any failure / issue of software component / security feature of the WAF solution impacting the service i.e. availability to end users, then such failure / issue should be rectified within given timelines	Complete Failure of components to be rectified within a week from the date the issue was reported and ticket logged.	The penalty will be charged as Rs.5000/- per day from yearly AMC cost post one week from the date complaint is reported for complete failure of component and two weeks for partial failure of component.	
	Partial Failure of components to be rectified within two weeks from the date the issue was reported and ticket logged.		
Root Cause Analysis (RCA) Report is required to be submitted within a week of the incident. It should include the complete log analysis, reason for outage and solution.		The penalty will be charged as Rs.5000/- per day from yearly AMC cost for failure to produce RCA post one week from the date complaint is reported for complete failure of component and two weeks for partial failure of component.	

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6. WARRANTY

6.1. The Successful Bidder will offer **Onsite Comprehensive Warranty** for the hardware ,software & Solution against all defects arising out of faulty design, materials and workmanship for a period of 3 (three) year from Commissioning (Go-live date) and duly signed Acceptance Certificate (UAT sign off) section 2 – milestone 3 Configuration, Implementation as per Scope and UAT with 3 applications. This will apply even in case of delayed implementation.

6.2. Post Warranty, the vendor has to provide uninterrupted AMC support for 3 Years, for the hardware, software application. The Vendor has to enter into an AMC contract with the Bank as per Terms and conditions of the Bank for smooth operation of the hardware and software and the Vendor will be required to provide Service and support of highest order for achieving this objective. The AMC shall be renewable after end of contract period on mutual terms as decided at that time. AMC amount shall be paid by the Bank in advance every year after deducting the penalties, if any.

SECTION 3

1. DEFINITIONS:

In this RFP / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- 1.1. "The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for **Procurement of Web Application Firewall (WAF)** and solution for IDBI Bank as inclusively stated under Service Level Expectations, Specifications of Hardware/Software/Services and Scope of work.
- 1.2. "Successful Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
- 1.3. "Purchaser" means IDBI Bank Limited including its successors and assigns.
- 1.4. "Contract Price" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- 1.5. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract and the Scope of Work mentioned in the RFP.
- 1.6. "Service Period" means the period of Six years commencing from the commissioning of the Product / Service /solution i.e. go-live.
- 1.7. "System" or "Equipment" or "solution" means and includes hardware, software, etc., required for operationalizing the proposed solution and to provide the Services as mentioned in the RFP.
- 1.8. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.
- 1.9. "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.
- 1.10. "Business Day" means neither any day that is not a Sunday nor a public holiday (as per the official holidays observed by Bank).
- 1.11. "Confidential Information" means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

Signature of Bidder Representative
Duly authorized to sign
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Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

1.12. “Commissioning” means, the System shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.

1.13. “Document” means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

1.14. “Effective Date” means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

1.15. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

1.16. “Parties” means the Purchaser and the Bidder and “Party” means either of the Parties.

1.17. “Site” means the place where the product / service / solution is to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

2. INTERPRETATION:

In this Contract unless a contrary intention is evident:

2.1. The clause heading are for convenience only and do not form part of this Contract;

2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

2.4. A word in the singular includes the plural and a word in the plural includes the singular;

2.5. A word importing a gender includes any other gender

2.6. A reference to a person includes a partnership and a body corporate;

2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;

2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.

2.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

3. CONDITIONS PRECEDENT

This Contract is subject to the fulfillment of the following conditions precedent by the Bidder

3.1. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security), as per the format given in [Annexure 9](#).

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- 3.2. Execution of a Deed of Indemnity as per format given in [Annexure 11](#).
- 3.3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.
- 3.4. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder and that the vendor is not in violation of any law including Intellectual Property Rights.
- 3.5. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.

4. STANDARD PERFORMANCE:

4.1. The Successful Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION:

5.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract on a need to know basis. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

5.2. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

5.3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

5.4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in Annexure 9

6. INDEMNITY

6.1. The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in [Annexure 11](#), indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.

6.2. The provisions under this clause shall survive the termination of the Contract.

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7. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

7.1. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

7.2. Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Bidder, shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.

7.3. The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.

7.4. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.

8. INSPECTION & QUALITY CONTROL TESTS/CHECK

8.1. Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.

8.2. Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

8.3. IDBI Bank reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards.

8.4. Purchaser's has the right to inspect and test the goods at Bidder plant at any time during the contract period.

9. MANUALS

9.1. The Bidder must along with the equipment and/or Solution, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.

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9.2. Unless and otherwise agreed, the equipment(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.

9.3. System manuals should include the specifications of the various equipments/Software/Solution supplied.

10. ACCEPTANCE CERTIFICATES

10.1. On successful completion of acceptability test, receipt of deliverables, etc., and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate in the format given in [Annexure-12](#), The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

11. INCIDENTAL SERVICES:

11.1. The incidental services to be provided pursuant to and in accordance with the Contract are as under:

- i. Performance of on-site commissioning of the System;
- ii. Furnishing of services required for maintenance of the rendered Systems.
- iii. Furnishing manuals for each appropriate unit of the rendered Systems
- iv. Maintenance of the rendered equipment for the "Contract Period", provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
- v. Any other related services as the Purchaser may require and deem fit.

12. CHANGE ORDERS / ALTERATION / VARIATIONS

12.1. The Bidder agrees that the requirements given in specifications, charts, etc. in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc. and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder's selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

12.2. Purchaser may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

- i. Functional specification
- ii. The Services to be provided by the Bidder

12.3. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser's change order by the Bidder.

12.4. Change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

12.5. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

12.6. Any change order shall be duly approved by the Purchaser (including any modification / change in the Contract Price) in writing.

12.7. If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.

13. CONTRACT AMENDMENT

13.1. No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934 / the Banking Regulations Act, 1949 and / or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

14. LIQUIDATED DAMAGES

14.1. If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays / or defaults / deficiency of services in delivery / installation / replacement / repair of any or all of the Systems and equipments mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, not construed as penalty, a sum equivalent to 0.5% per week or part thereof of the value of P.O. (excluding AMC cost)subject to maximum deduction of 5% (five percent) of the P.O. value (excluding AMC cost).

14.2. If the Bidder consistently fails to meet the requirements under Service Level Agreement (SLA) or complete the services as per the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the contract / services, the Purchaser may without prejudice to any other right or remedy (i.e. penalties) available to the Purchaser as under the Contract, recover from the Bidder, liquidated damages over and above the penalties.

14.3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's performance Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

14.4. IDBI Bank reserves the right to impose / waive off the Liquidated Damages.

15. DEFICIENCY IN THE BIDDER'S PERFORMANCE

15.1. Delivery, Installation & Maintenance of the equipment shall be made by the Successful Bidder strictly in accordance with the scope of work prescribed by the Bank. Time is of the essence of Contract.

15.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding adherence to the scope of work, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, the Bank shall at the earliest evaluate the condition / situation, and consider, extending the Successful Bidder's time for performance, with or without penalty, in which case, the extension shall be ratified by the Parties by written amendment of the Contract or through an email.

15.3. Except as provided in the above clause, a delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of penalty, unless an extension of time is agreed upon without levying penalty.

15.4. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:

- i. Forfeiture of its performance security
- ii. Termination of the Contract for default

16. DISPUTE RESOLUTION

16.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

- i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
- ii. The matter will be referred for negotiation between CGM (ITD) of the Purchaser and Mr. _____ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

16.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. 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. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

16.3. The Vendor shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

16.4. The provision under this section survives the contract.

17. ADDRESS FOR NOTICE

17.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served:

- (i) if delivered by hand and received by an authorized employee or officer of the Party,
- (ii) upon receipt of confirmation receipt when sent by facsimile; or

Signature of Bidder Representative
Duly authorized to sign
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- (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;
- (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	IDBI Bank Limited IDBI Building, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400 614, Maharashtra
	Attn: Shri. -----, DGM-ITD Tel: +91-22-----, Email: -----
In the case of the Bidder	<..... company name & Address > Attn: Shri _____ Tel: +91- _____ Fax: +91- _____ Email: _____

17.2. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

18. TAXES & DUTIES

18.1. The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery & transportation of equipment at the delivery locations including incidental services and commissioning. Payment of entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

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

18.3. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.

18.4. The Bidder's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

18.5. The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder's, sub-Bidder's and Bidder's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

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18.6. The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

18.7. The Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.

18.8. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

19. SUCCESSFUL BIDDER INTEGRITY

19.1. The Successful Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

20. SUCCESSFUL BIDDER OBLIGATION

20.1. The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.

20.2. The Successful Bidder would be required adhere to the scope of work defined in the RFP / bid document to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites / hardware / software.

20.3. The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

21. SURVIVAL

21.1. Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

21.2. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

22. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS

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

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for and on behalf of the company.

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

22.3. However, IDBI Bank shall have such rights against the successful Bidder up to maximum of 100% of the contract value.

23. THE TRI-PARTITE AGREEMENT

23.1. The Bidder shall enter into relevant agreement covering all related Parties at a later date, if required, incorporating the requisite terms and conditions herein in the form and manner and to the satisfaction of Purchaser.

24. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

24.1. Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

24.2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

24.3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

24.4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

25. STATUTORY REQUIREMENTS

25.1. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.

25.2. Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

25.3. The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed / delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.

25.4. In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

26. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT

26.1. The Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being

made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.

26.2. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.

26.3. Purchaser's right to inspect, test and, where necessary, reject the Goods / Services after the Goods / Services' arrival at the destination shall in no way be limited or waived by reason of the goods / services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods / Services shipment from the place of origin.

26.4. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

27. CONTRACT PRICE

27.1. Prices payable to the bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc. save and except provided in Clauses 12.3 to 12.7 hereinabove .

27.2. The contract price will be valid for a period of 1 (one) year from the date of issue of LOI / First PO / Contract date whichever is earlier. The Bank with mutual consent may extend the contract price by further six month.

27.3. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

27.4. Further, Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty on the Bidder.

28. INFORMATION SECURITY

28.1. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.

28.2. The Bidder personnel shall follow Purchaser's information security policy and instructions in this behalf.

28.3. Bidder acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Purchaser. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services

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Duly authorized to sign
for and on behalf of the company.

performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

28.4. Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

28.5. Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code."

28.6. The Bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the bank arising due to activation of any such embedded malware / malicious code. The Bidder shall further supply a certificate to the bank in the form Appended herewith.

28.7. The bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.

28.8. The bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the Bank (as amended from time to time), which will be shared by the Bank with the L1 Bidder on need to know basis. The L1 Bidder shall ensure that the equipment/application/software supplied under the RFP shall be compliant with the ISP and CSP at all times.

28.9. The bidder shall submit the background verification and provide the training on information security awareness for their employees, in the case of deputing them to work in our Bank premises.

28.10. The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in [Annexure 15](#).

29. OWNERSHIP AND RETENTION OF DOCUMENTS

29.1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

29.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

30. DATA AND HARDWARE

30.1. By virtue of this Contract, the Bidder's team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder's team in the course of performing the Services under this Contract.

31. REPRESENTATIONS AND WARRANTIES

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

Signature of Bidder Representative
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31.1. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.

31.2. That the 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 Services /Systems under the Contract.

31.3. That the representations made by the Bidder 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 and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

31.4. That the 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 this Contract.

31.5. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.

31.6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. 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.

31.7. That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.

31.8. That the 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 the Purchaser indemnified in relation thereto.

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

31.10. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws

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

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

Signature of Bidder Representative
Duly authorized to sign
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31.13. That all conditions precedent under the Contract has been complied.

31.14. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (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 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 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 Bidder or other constitution a documents as the case maybe.

31.15. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract 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 Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

31.16. That the 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 the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

31.17. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

31.18. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

32. CONFIDENTIALITY

32.1. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

32.1.1. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

32.1.2. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

32.1.3. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

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Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

32.1.4. to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

32.2. 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:

32.2.1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

32.2.2. is independently developed by the recipient without breach of this Contract;

32.2.3. information in the public domain as a matter of law;

32.2.4. is received from a third party not subject to the obligation of confidentiality with respect to such information;

32.2.5. is released from confidentiality with the written consent of the other party.

32.3. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

32.4. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.

32.5. Confidential Information shall at all times remain the sole and exclusive property of the Disclosing Party. Upon termination of this Contract, 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 authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.

32.6. 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 Contract 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 Contract.

32.7. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

33. TERM AND EXTENSION OF THE CONTRACT

33.1. The term of the Contract shall be for a period of 6 (six) year from the date of go-live.

33.2. The rate contract may be extended by six months which affects the extension of overall contract by six months.

33.3. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing / email to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.

34. CONFLICT OF INTEREST

34.1. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

34.1.1. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

34.1.2. A constituent of such Bidder is also a constituent of another Bidder; or

34.1.3. Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

34.1.4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

34.1.5. Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of

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Duly authorized to sign
for and on behalf of the company.

them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

34.1.6. Such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

35. FRAUD & CORRUPT PRACTICES

35.1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

35.2. Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

35.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- i. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- ii. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **"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;
- iv. **"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
- v. **"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.

36. TERMINATION

36.1. The Purchaser may, terminate this Contract by giving the Bidder a prior and written 30 (thirty) days' notice indicating its intention to terminate the Contract under the following circumstances:

- i. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid or this Contract.
- ii. Where the 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 Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
- a. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the 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 the Purchaser.
- b. **Termination for Default:** The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder / Vendor, may terminate the Contract in whole or in part.
- c. **Termination for Convenience:** Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, 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.

36.2. The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

37. CONSEQUENCE OF TERMINATION

37.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

37.2. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

37.3. 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 procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder 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 [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.

37.4. All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder's Bid and this Contract.

37.5. Nothing herein shall restrict the right of the Purchaser to invoke the bank guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.

37.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

37.7. Termination survives the Contract.

37.8. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

38. PUBLICITY

38.1. The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

39. NO ASSIGNMENT

39.1. The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.

40. RELATIONSHIP BETWEEN THE PARTIES

40.1. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.

40.2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

40.3. The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

41. ENTIRE CONTRACT

41.1. The terms and conditions laid down in the Bid and all its Annexures thereto as also the Bid document and any attachments / annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

42. JURISDICTION OF COURT

42.1. The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Mumbai to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

43. “NO CLAIM” CERTIFICATE

43.1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

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

44. COMPLETION OF CONTRACT

44.1. Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

45. PENALTY

45.1. The penalties for any non-compliance under the RFP / Bid Documents and the Contract are defined under Section -2

46. INSURANCE

46.1. The Bidder shall:

- i. take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
- ii. at the Purchaser's request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

46.2. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.

46.3. Third party liability insurance with a sufficient coverage for the period of the Contract.

46.4. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.

46.5. Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

46.6. Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

46.7. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.

46.8. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.

46.9. Appropriate insurance to cover the System(s) for the transit period till the time of its delivery, installation / testing and acceptance by the Purchaser at the respective site is to be taken by the Bidder.

47. LIMITATION OF LIABILITY

47.1. The Parties acknowledge that circumstances may arise where on account of a breach by Successful Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortuous claim, the Bank may be entitled to damages from Successful Bidder. Successful Bidder's aggregate liability shall be subject to an overall limit of the Total Contract price during the execution of the Project (Service period).

47.2. The limits specified in Sub-Clause (47.1) above shall not apply to:

- i. claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Bidder or its employees;
- ii. claims against the Bank resulting from misconduct, fraud or negligence of the Bidder, its personnel, employees, agents, consultants, authorized representative and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations;

47.3. The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. The Bank may be entitled to damages from Bidder on account of this. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

47.4. In circumstances where the Bidder indemnifies the Bank against any claims of infringement of any Intellectual Property rights, the Bidder must at its own expense promptly;

- i. Procure the unrestricted right for the Bank to continue using and receiving the same; or
- ii. Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of Deliverables or Services or prejudice their compliance with their terms of the specifications or requirements of RFP ; or

- iii. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP.
- iv. If Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the subsequent Agreement to be entered into with the Bidder.
- v. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
- vi. Bidder will, upon payment or satisfaction of such indemnity in full, be subrogated to all rights of the Bank with respect to the claims to which such indemnification relates.
- vii. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
- viii. This limitation of liability shall not apply for indemnity at clause 6 of this RFP.

48. PRE CONTRACT INTEGRITY PACT

48.1. Bidders shall submit Integrity Pact (IP) along with the technical Bid in the format provided in [Annexure 20](#) of the RFP. Integrity Pact is an agreement between the prospective Bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the Contract. Any violation of the terms of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings. The Integrity Pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the Contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the Contract is awarded to the successful Bidder.

SECTION 4

1. TECHNICAL BID FORM (ANNEXURE-1)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Annex Bldg, 8th floor, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.

Dear Sir,

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer for **Procurement Web Application Firewall (WAF)** for IDBI Bank in conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to **3% (Ten percent)** of the value of Contract for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

We agree and undertake to abide by the bid terms of Bank including the rates quoted therein for the orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Bank duly initialed/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose NEFT UTR no. _____ of **Rs. Rs. 10, 00,000 /- (Rupees Ten Lakh Only)** only) towards EMD, in favor of "IDBI Bank Limited" drawn on _____, _____ Branch payable at Mumbai.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

We understand that the EMD will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and within a period of 30 (Thirty) days after the conclusion of the contract for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this _____ Day of _____ 2022

Sign

Name:

Designation:

(Company Seal)

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

2. INDICATIVE COMMERCIAL BID (ANNEXURE-2)

(To be submitted on the Company's Letter Head and included in Commercial Bid)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Annex Bldg, 8th floor, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.

Dear Sir,

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our **Indicative Commercial Bid** in conformity with the said RFP documents :-

(Amount in INR)

Sr. No	Description	Indicative Quantity	Unit Price	Total Amount
1	Hardware & Software cost with 3 years warranty at both DC & DR			
2	One time implementation & set up cost			
3	AMC cost for 4 th year, post warranty			
4	AMC cost for 5 th year, post warranty			
5	AMC cost for 6 th year, post warranty			
Total Amount				
Amount in words: Rupees _____ Only				

The indicative cost for the purpose of an ORA will be arrived at based on the lowest indicative Commercial bids or as per the cost estimations arrived by the Bank.

- The evaluation of commercial bids as well as ORA will be done separately. L1 will be identified through ORA.
- Prices quoted should be exclusive of all applicable taxes such as GST.
- ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.
- Applicable taxes would be deducted at source, if any, as per prevailing rates.
- The Price break up should indicate the unit rate of all the components listed in final commercial quotes and will be submitted as per above format within 3 (three) days by the successful bidder to the ORA agency / Bank on conclusion of ORA.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

- vi. The final price quoted (on conclusion of ORA) by the L1 bidder (rate contract) will be valid for a period of 1 (one) Year from the date of award of the contract (acknowledgement of LOI) and extendable up to further 6 months on mutually acceptable basis.
- vii. In case of discrepancy between unit price and total price, the unit price shall prevail.
- viii. In case of discrepancy between figures and words, the amount in words shall prevail.

We declare that all the terms & conditions as per the RFP are agreeable to us.

(Signature)

(Name of the signatory)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Company Seal)

Date:

Place:

3. PRICE SCHEDULE – FORMAT (ANNEXURE-3)

(To be included as part of the Commercial Bid)

- 1) Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned in the commercial bid.
- 2) Prices quoted are exclusive of GST.
- 3) ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- 4) Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
- 5) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 6) In case of discrepancy between figures and words, the amount in words shall prevail.
- 7) The unit / total price of the equipment's should be rounded off to the nearest rupee, in the price break up sheet.
- 8) For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on us
- 9) We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Sign

Name of the signatory

Designation

Company Seal.

Date:

Place:

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

4. FORMAT OF POWER-OF-ATTORNEY (ANNEXURE – 4)

(On Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we M/s _____, _____ (name of the Bidder and its address) do hereby appoint and authorize Shri _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for _____, in response to the RFP (Request for Proposal) floated by IDBI Bank Ltd (hereinafter referred to as IDBI Bank), including signing and submission of all documents and providing information/responses to IDBI Bank in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2022

For or on behalf of M/s _____

(Authorised Signatory)
(Name, Designation and Address)

Accepted

(Authorised Signatory)
(Name, Title and Address of the Attorney)

Date:

Witnesses:

1)	2)
(Name, Signature & Address)	(Name, Signature & Address)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

5. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (ANNEXURE – 5)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Annex Bldg, 8th floor, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.

Dear Sir,

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

This is to confirm that we absolutely & unconditionally accept all the terms and conditions (including scope of work) as mentioned in various parts of the said RFP/Bid Document floated by IDBI Bank Limited regarding **RFP for Procurement of Web Application Firewall (WAF)**.

(Authorized Signatory)

Name of the signatory _____

Designation _____

(Company Seal)

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

6. SELF DECLARATIONS (ANNEXURE – 6)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Annex Bldg, 8th floor, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.

Dear Sir,

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

We, _____ (name and designation) on behalf of M/s _____ having its registered office at _____ have submitted a Bid proposal to IDBI Bank for _____ in response to the Request for Proposal (RFP) dated _____ (DD/MM/YYYY) issued by IDBI Bank.

- i. We are duly authorized persons to submit this undertaking.
- ii. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- iii. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- v. We declare and confirm that on award of the Contract, we shall not make any request for modifications in the prescribed formats of legal documents.
- vi. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.
- vii. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- viii. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
- ix. All 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 Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

- x. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.

It is further certified that we have not modified or deleted any text/matter in this RFP / Bid Document.

Dated this _____ day of _____ 2022

(Authorized Signature)

(Company Seal)

Name: Shri _____

In the capacity of _____

Duly authorized to sign bids for and on behalf of: M/s _____

7. MANUFACTURERS AUTHORIZATION FROM OEM (ANNEXURE – 7)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Annex Bldg, 8th floor, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.

Dear Sir,

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

We _____ (**OEM Vendor**) of _____ product / service / solution hereby authorize **M/s. _____ (Successful Bidder / Vendor Name)** to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our comprehensive 3 year (three) warranty as per terms and conditions of the tender and the contract for our product / application solution / services offered against this invitation for Bid by the above firm.

We also extend our back to back service support and assurance of availability of our equipments /Solution/Software and their components as per terms and conditions of the tender, to **M/s. _____ (Vendor Name)** for a period of Six years i.e. up to _____ (Period)

Dated at _____ this _____ day of _____ 2022

Signature : _____
Name : _____
Designation : _____
Company seal : _____

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

8. CONTRACT FORM (ANNEXURE – 8)

(To be submitted by the Successful Bidder)

THIS AGREEMENT made at _____ the _____ day of _____ two thousand twenty Two between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of companies Act, 2013 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 “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 M/s _____ (Name of Successful Bidder) of _____ (Please specify the registered office of the Successful Bidder) (Hereinafter called “the Vendor/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 Vendor/Contractor are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS the Purchaser vide RFP No. **IDBI-Bank/ITD/VMG/RFP/21-22/34 dated March 31, 2022** (the RFP) invited bids for Engagement of vendors for Procurement of Web Application Firewall (WAF)(Brief Description of Services) and has accepted a bid by the Vendor for rendering of the Services for the sum of Rs. _____/- (Rupees _____ only) (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:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP / Conditions of Contract referred to.
- 2) The signed original copy of the RFP no. **IDBI-Bank/ITD/VMG/RFP/21-22/34**, dated **March 31, 2022** submitted by the Vendor with the Purchaser shall form an integral part of this contract form.
 - a. The parties hereto by way of abundant precaution do hereby agree, admit & declare that all the contractor's representations, warranties & undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form.
 - b. Each of the representations, warranties and undertakings of the Contractor contained in the RFP shall be deemed to have been made as of the date hereof. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
- 3) In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

- 4) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature:

Name: _____

Date: _____ (DD/MM/YYYY)

IN THE PRESENCE OF

<p>1. Signature</p> <p>Name: _____</p> <p>Address: _____</p>	<p>2. Signature</p> <p>Name: _____</p> <p>Address: _____</p>
--	--

Signed and Delivered by the within named

M/s _____

Date: _____ (DD/MM/YYYY)

IN THE PRESENCE OF:

<p>1. Signature</p> <p>Name: _____</p> <p>Address: _____</p>	<p>2. Signature</p> <p>Name: _____</p> <p>Address: _____</p>
--	--

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

9. PERFORMANCE BANK GUARANTEE (Annexure – 9)

(To be submitted by the Successful Bidder)

Bank Guarantee No.	
Bank Guarantee Amount	
Expiry Date	
Claim Amount	

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand twenty Two.

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 company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 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 vide RFP No. **IDBI-Bank/ITD/VMG/RFP/21-22/34 dated March 31, 2022** called for the bids for engagement of Vendor for **Procurement of Web Application Firewall (WAF)** for IDBI Bank. M/s _____ have been appointed as the Successful Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract 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 Document, the Contract Form, Annexure Forms 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 **Web Application Firewall (WAF)**, 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. The Vendor has also furnished indemnity deed and Non-Disclosure Agreement and as such is bound by the same.
- AND WHEREAS** the Vendor has duly signed the said documents.
- AND WHEREAS** in terms of the Contract, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of the Bank, from a bank

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

acceptable to the Bank for securing **Web Application Firewall (WAF)** towards faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the **3% of the Total Cost (TCO) Excluding AMC /AMC cost (strike out whichever is not applicable)** amounting to(in words) with validity period of **48 months (36 months warranty period starts after Go-live +12 months claim period)/ 48 months (36 months AMC period+12 months claim period) (strike out whichever is not applicable)** towards faithful observance and performance by the Vendor of the terms of the Contract and 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 guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the _____ or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, 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 Contract, 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.
2. 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.
3. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract 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.
4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
 - 5.1. any change in the constitution or winding up of the vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
 - 5.2. 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
 - 5.3. acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

- 5.4. any change in the constitution of Bank/Vendor; or
- 5.5. any change in the set-up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
- 5.6. 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.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of _____ (In words) being the 3% of the Contract Price.
7. This Guarantee will expire on _____ (DD/MM/YYYY). Any demand or claim under this Guarantee must be received by the Guarantor by _____ (DD/MM/YYYY) and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city/ 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 authorized official.

10. NON-DISCLOSURE AGREEMENT (ANNEXURE – 10)

(To be submitted by the Successful Bidder
On Rs.100/- stamp paper)

This Non-Disclosure Agreement entered into at _____ this _____ day of _____ Two Thousand Twenty Two

Between

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

M/s _____ (Name of Vendor) of _____ (Please specify the registered office of the Vendor) (Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

WHEREAS, Bank called for the bids for engagement of Bidder for Procurement, Installation, Commissioning and Maintenance of **Procurement of Web Application Firewall (WAF)** for use at branches / Offices/ Other locations of the Bank. M/s _____ (hereinafter referred to as “Bidder”), after going through the Bid Documents and being interested to act as Vendor and provide the services for product / service / solution for IDBI Bank branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

WHEREAS, the vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the vendor in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, for Bank, to grant the vendor specific access to Bank’s property/information and other data.

In connection with this Agreement,

“” Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or

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Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

- a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
 - i. maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - ii. make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - iii. restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - iv. Treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
 - i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - ii. is independently developed by the recipient without breach of this Contract;
 - iii. is the public domain;
 - iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - v. 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.

- c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises of Bank or may require the vendor's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the vendor's personnel under such circumstances and to provide notice to the Vendor of the confidentiality of all such information. Therefore, the Vendor agrees and undertakes that any technical or business or other information of Bank that the Vendor's personnel, or agents, employee or other authorized persons acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.
- d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

- e) In the event that any of the parties hereto becomes legally compelled under applicable law, regulation or court order 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 Contract 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 Contract.
- f) The provisions hereunder shall survive termination of the Contract.

Sign

Name _____

Designation _____

Company Seal

Place:

Date:

Accepted (Bank)

Sign

Name _____

Designation _____

Company Seal

Place:

Date:

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

11. DEED OF INDEMNITY (ANNEXURE – 11)

(To be submitted by the Successful Bidder
On Rs.500/- stamp paper)

This Deed of Indemnity executed at Mumbai on the _____ day of _____ two thousand twenty two by M/s _____ <insert name of the Successful Bidder> (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, the Bank and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party”.

WHEREAS, Bank vide RFP No. **IDBI-Bank/ITD/VMG/RFP/21-22/34 dated March 31, 2022** called for the bids for engagement of Vendor for **Procurement of Web Application Firewall (WAF)** for IDBI Branches PAN India. M/s _____ have been appointed as the Successful Vendor.

1) The Obligor has

- a) offered to supply, install , implement, maintain **Web Application Firewall (WAF)** product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank (“Services”) as inclusively stated under Service Level Expectations and Specifications Systems & Solutions;
- b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during contract period;
- c) represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;
- d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;

2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated _____(DD/MM/YYYY) (the Contract) with the Obligor;

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

- 3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the Bank its directors, employees, agents and representatives from and against any loss, damages, claims, penalties, expense, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred, inter alia, during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, logo, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise, any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:

In consideration of Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby agree and undertake that:

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages and also for breach committed by the Obligor on account of misconduct, fraud, omission and negligence by the Obligor if any, which may occur during the contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or

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Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.

6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).
7. This indemnity shall survive the aforesaid Contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
10. Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (M/s _____)

by the hand of Mr/Ms/Mrs _____ (Designation _____),

the authorized official of the obligor

12. ACCEPTANCE CERTIFICATE (ANNEXURE – 12)

(To be submitted by the Successful Bidder on installation of each ordered _____)

Date: _____ (DD/MM/YYYY)

To,
M/s _____

(Name and Address of Successful Bidder)

Dear Sir,

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

Subject: Certificate of commissioning of -----

**Purchase
Order No &
Date**

This is to certify that the Systems as detailed below have been received in good condition along with all the standard and special accessories (subject to remarks in para No.2) in accordance with the Contract/Specifications. The same have been installed and commissioned.

Sr. No.	Description	Quantity	Make & Model	Equipment Serial Number	Delivery Date	Installation Date

Details of services not yet supplied and recoveries to be made on that account:

Sr. No.	Description	Amount to be recovered

The Vendor has fulfilled his contractual obligations satisfactorily*

Or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

- a) _____
- b) _____
- c) _____
- d) _____

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

The Vendor has fulfilled his contractual obligations satisfactorily*

The amount of recovery on account of non-render of Services /Systems is given under Para No._____.

The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: _____

Name : _____

Designation: _____

Strike out whichever is not applicable.

Explanatory notes for filing up the certificates:

- (a) It has adhered to the time schedule specified in the contract in dispatching / installing the systems / manuals pursuant to Technical Specifications.
- (b) He has supervised the commissioning of the services in time i.e., within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the system.
- (c) Training of personnel has been done by the Contractor as specified in the Contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.

Signature : _____

Name : _____

Designation : _____

Company seal : _____

13. LETTER FOR REFUND OF EMD (ANNEXURE – 13)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Annex Bldg - Annex, 8th floor, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.

Dear Sir,

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

We _____ (Company Name) had participated in the RFP for **Procurement of Web Application Firewall (WAF)** and are unsuccessful bidder.

or

We _____ (Company Name) had participated in the RFP for **Procurement of Web Application Firewall (WAF)** and are successful bidder and we had submitted all the legal Documents.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

Sr. No.	Bidder Name	NEFT UTR No.	Bank Name	Transaction Date	Amount Rs.

Bank details to which the money needs to be credited via NEFT are as follows:

1.	Name of the Bank with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	
6.	PAN no.	
7.	GST No:	

Signature : _____

Name : _____

Designation : _____

Company seal : _____

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

14. TECHNICAL SPECIFICATIONS (ANNEXURE – 14)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

The technical specifications given below are the minimum requirement of the Bank. The bidders are free to offer higher configurations

#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
A. Platform Architecture & Specifications					
1	The proposed Web Application Firewall solution must be hardware based appliance and must be deployed in HA cluster mode at DC and DR respectively to meet IDBI's Web application security feature and performance requirements, The devices supplied should be production and active devices.		Mandatory		
2	OEM should not quote spare devices or passive devices, every device should be identical in terms of licenses configured from Day 1.		Mandatory		
3	Should support transparent failover between 2 devices, the failover should be transparent to other networking devices with SSL session mirroring		Desirable	3	
4	WAF solution level HA should be supported both way automatic and manual synchronization of configuration from primary device to secondary device and between DC and DR devices based on requirements.		Mandatory		
5	The proposed Web Application Firewall solution should be high performance multi-tenant hardware with multicore CPU support with minimum 128 GB DDR4 RAM.		Mandatory		
6	The appliance should have the capability to support minimum 8 nos 1G SFP port. The OEM should supply 8 nos 1G fiber, 8 nos of 1G copper and 3 nos of 10G fiber SFP+ ports from day 1. All modules, transceivers & license need to be provisioned from day one. Fiber cables as per the number of SFP ports must be supplied along with the WAF appliances.		Mandatory		
7	Appliance should support WAF throughput of upto 3 Gbps https traffic from day 1 with all WAF features enabled		Mandatory		
8	Appliance should support RSA/ECDHE 30K SSL TPS with 2048 Bit key size from day 1		Mandatory		
9	Appliance should have integrated redundant hot swappable power supply		Mandatory		

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#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
10	Proposed Web Application Firewall Physical Appliance should have dedicated out of band Management Port.		Mandatory		
11	Proposed Web Application Firewall Physical Appliance should have dedicated out of band HA Ports or should have capability of application level HA facility		Mandatory		
12	The Proposed WAF Solution should support line-speed throughput so as not to impact Web application performance.		Mandatory		
13	The proposed WAF appliance should provide realtime and historical traffic logs with option to filter with multiple parameters i.e source IP, destination IP, Port, signature, profile, custom words, etc.		Mandatory		
14	The proposed WAF and Management appliance should be capable for backup and restoration of configuration, traffic logs, system logs, etc.		Mandatory		
15	Proposed WAF Solution should be managed from dedicated Central Management Appliances/Server i.e. Administration /Management /Logging /Reporting, etc.		Mandatory		
16	The solution must allow the user to use a standard browser to access the management UI.		Mandatory		
17	If Central management appliance is not available at DC then the WAF appliance should have capability to be managed locally or through secondary management at DR and vice-versa.		Mandatory		
18	The Appliances should be able to work in Active - Active Mode and Active - Passive Mode with real time data (configuration) replication.		Mandatory		
19	Proposed WAF Solution (Gateways & Management Appliances) should be accessible through GUI(including TLS 1.0, TLS 1.1, TLS 1.2 or TLS 1.3) & SSH(including V3)		Mandatory		
20	The vendor will have to design the appliance in such a way that If it is observed during the contract period of 6 years that utilization of CPU and memory crosses 70% even though throughput and SSL TPS is low then the vendor would need to upgrade or replace the appliance without any additional cost.		Mandatory		
21	For layer-2 inline bridge deployment mode, the solution must have built-in bypass to support "fail-open" mode. The solution must have the ability to support "fail-close" mode as well. This must be a natively supported feature in the solution and not via a 3rd party integration.		Desirable	5	

Signature of Bidder Representative
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#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
22	The product should comply and support Dual Stack IPv4 and IPv6 both		Mandatory		
23	Proposed Web Application Firewall solution should be designed to provide 99.999% availability		Mandatory		
24	Proposed Web Application Firewall should not have any restriction on the licenses and number of applications integrated in WAF. Solution should support the deployment modes as per application need.		Mandatory		
25	Proposed WAF solution should be synchronized at DC and DR based on application configured. For example, WAF/signature profile at DC should require to be replicated at DR and vice versa. The solution should provide the facility to do this both manually or automatically.		Mandatory		
26	The Proposed WAF Solution should be able to natively support implementation in Reverse Proxy, Transparent Reverse Proxy, Transparent Bridge Mode, One arm mode, Two arm mode, Routed Mode, etc		Mandatory		
27	Proposed WAF Solution should be able to monitor traffic via SPAN / TAP Mode		Desirable	6	
28	The solution must be able to support both inline and non-inline simulation and active enforcement mode. In simulation mode, the administrator should be able to view alerts, attacks, server errors, and other unauthorized activity. In active enforcement mode, the solution can perform everything that is done in simulation mode and additionally be able to block attacks.		Desirable	6	
29	The proposed WAF solution should be enabled with all the modules and features from day 1 without any additional license dependency.		Mandatory		

B. SSL Features & Virtual Domains

1	The Solution should have dedicated High performance SSL Chipset or should be equipped with add-on SSL acceleration high capacity card for SSL Offloading which ensures SSL offloading by dedicated hardware instead of shared CPU. SSL hardware should support both 2048 and 4096 bit keys for encrypted application access.		Mandatory		
2	SSL offloading is required to be done on Proposed WAF Solution. The proposed solution should be sized sufficiently in order to ensure that performance requirement of SSL Connections Per Second (CPS) and WAF Inspection throughput are met simultaneously		Mandatory		

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for and on behalf of the company.

#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
3	Proposed Web Application Firewall should be able to decrypt SSL web traffic between clients and web servers and re-encrypt		Mandatory		
4	Proposed WAF solution should support all types of cipher suites and SSL/TLS protocol including but not limited to ECDHE, ECDSA, GCM & TLS 1.3		Mandatory		
5	The solution must provide the ability to control SSL settings via a GUI based interface.		Mandatory		
C. Web Application Firewall					
1	Proposed Web Application Firewall should be able to work with any Load Balancer Solution.		Mandatory		
2	Proposed Web Application Firewall should support uploading upto 1000 SSL Certificates.		Mandatory		
3	Proposed WAF Solution should support different policies for different applications based on host name or application path		Mandatory		
4	Proposed WAF Solution should have capability to automatically learn Application, create profile & in parallel block the malicious traffic. It should also give recommendation on policies to be implemented on these applications.		Mandatory		
5	WAF solution should be capable to help transition of application profiles or app traffic learnings at app level from UAT to production or production to DR with minor or no changes		Desirable	6	
6	Proposed WAF Solution should have capability to automatically learn and provide input validation which should include Directories, URLs, Form Field Values, Content type, Field Consistency, Cookies, http method, Referrer, user authentication forms and fields for application user tracking, XML elements, SOAP Actions, Whether the field values is numeric/alphanumeric/alphabets, length of the field, etc.		Mandatory		
7	Proposed WAF Solution should have functionality to showcase how many URLs in the application have been completely learned & move them into Protection Mode automatically i.e. some URLs to be in learning mode & some URLs in the Protection Mode of the same Application		Mandatory		
8	Proposed WAF Solution should have capability to learn changes in the already integrated Web Application & protect it at the same time i.e. solution should be able to learn changes in the application in the Protection Mode		Mandatory		

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
9	The solution must be able to perform dynamic profiling of web applications in an environment where there is a mixture of good and bad traffic. The solution must be able to automatically differentiate good and bad traffic when learning the profile. Bad attack traffic should not be learnt and added to the profile.		Mandatory		
10	The solution must be able to perform profiling of JSON. HTTP requests in JSON format must be learnt by the WAF with the parameters and values.		Mandatory		
11	Proposed Web Application Firewall solution should be able to protect web applications that include Web services (XML, JSON, HTML, etc) content. XML protection offered by the solution should be similar to the web application protection provided with automated dynamic profiling/learning capability		Mandatory		
12	The solution must inspect and monitor all HTTP(S) data and the application level including HTTP(S) headers, form fields, and the HTTP(S) body.		Mandatory		
13	Proposed Web Application Firewall should be able to protect both HTTP Web applications and SSL (HTTPS) web applications		Mandatory		
14	Proposed Web Application Firewall should be able to inspect & log the HTTP requests and responses		Mandatory		
15	The solution must be able to inspect and protect both HTTP/1.x and HTTP/2 protocols.		Mandatory		
16	Proposed WAF Solution should have capability to allow / deny access to specific IP, Applications, URLs to Specific Country. Application specific geo-based policies should be allowed to be configured without any additional license		Mandatory		
17	Proposed WAF solution should have option for adding exception for specific IP from blocked Geo location.		Mandatory		
18	Proposed WAF Solution should have BOT Protection & it should not be limited to reputation-based/ signature-based controls		Mandatory		

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Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
19	Proposed WAF Solution should be able to provide a threat intelligence feed and service for bots protection & should be able to carry out Bot Classification of traffic as per OEM classification or Bot Classification of traffic into humans Trusted Bot, Bad Bot, General Bot and Unknown new bot - Bot Type: Click Bot, Comment Spammer Bot, Crawler, Feed Fetcher, Hacking Tool, Masking Proxy, Search Bot, Spam Bot, Vulnerability Scanner, Worm, Site Helper and DDoS Tool		Mandatory		
20	Proposed WAF Solution should have capabilities to provide protection against L7 DDoS including but not limited to below mentioned list - HTTPS Rate Limiting - HTTPS Malformed filtering - HTTPS GET AND POST Flood - HTTPS SLOW GET - HTTPS SLOW POST		Mandatory		
21	Proposed WAF Solution should have option to configure signatures in BLOCK , QUARANTINE , MONITORING Mode and also provide recommendation to enable the signatures based on application learning.		Mandatory		
22	Proposed WAF Solution should support create and import custom signatures		Mandatory		
23	Proposed Web Application Firewall should have pre-configured list of comprehensive and accurate web attack signatures which should automatically get updated		Mandatory		
24	The solution must be able to block transactions with content matching known attack signatures while allowing everything else. The solution should also have an option to put a signature in staging mode. Meaning that the system applies the attack signatures to the web application traffic, but does not apply the blocking policy action to requests that trigger those attack signatures.		Mandatory		
25	Proposed Web Application Firewall should have protection against vulnerabilities in Web Servers like IIS, Apache, IBM HTTP Server, IBM WebSphere, Oracle WebLogic etc.		Mandatory		

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#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
26	Proposed WAF Solution should have ability to execute the following actions upon detecting an attack or any other unauthorized activity; - Ability to drop requests and responses - Block the TCP session - Block the IP address/application user for configurable amount of time - Send a captcha to End User		Mandatory		
27	Proposed WAF Solution should have ability to send TCP RST packet to both ends of a web connection when it is deployed in sniffing mode		Desirable	4	
28	The solution must provide the following features and protection out of the box: - HTTP (1.x and 2) protocol validation - Web service layer correlated attack validation - HTTP protocol attack signatures - Web service layer customized protection - Cookie signing validation - Anti site scrapping - Web application attack signatures - Web application layer customized protection - OCSP protocol validation - CAPTCHA challenge		Mandatory		
29	The solution must be able to detect known attacks at multiple levels. This includes network, operating system, Web server software and application-level attacks.		Mandatory		
30	The solution must be able to identify WebSocket connections.		Mandatory		
31	The solution must be able to identify encoded data in the HTTP traffic.		Mandatory		
32	The solution must support dynamic profiling from only a set of trusted users,IPs to learn the normal acceptable behavior and usage of the web application.		Mandatory		
33	The solution must provide "anti-automation" protection which can block the automated attacks using hacking tools, scripts, frame work etc.		Mandatory		
34	The solution must be able to track, monitor and perform action for web application users. This user tracking mechanism must be automated, with no changes to the existing application or authentication scheme. The solution must also support user tracking using both form-based and certificate-based user authentication.		Mandatory		

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Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
35	Proposed WAF solution should be able to identify zero day web traffic anomalies and perform virtual patching basis validation for protecting web applications against emerging web application attacks.		Mandatory		
36	The WAF solution should be able to inspect obfuscated payloads as per industry encoding practices such as base64 etc.		Mandatory		
37	<p>The solution should address and mitigate the OWASP Top 10 and other web application/ mobile application security vulnerabilities and various application attacks, including but not limited to</p> <ul style="list-style-type: none"> - Layer 7 DoS and DDoS - Brute force - Cross-site scripting (XSS) - Cross Site Request Forgery - SQL injection - Form Field and Parameter Tampering and HPP tampering - Sensitive information leakage - Session high-jacking - Buffer overflows - Cookie manipulation/poisoning - Various encoding attacks - Broken access control - Forceful browsing - Hidden fields manipulation - Request smuggling - XML bombs/DoS - LFI and RFI Attacks - Server-Side Request Forgery (SSRF) - XXE, SOAP, JSON Injection 		Mandatory		
38	When deployed as a proxy (either a transparent proxy or a reverse proxy), the Web application firewall should be able to digitally sign cookies, encrypt cookies, and to rewrite URLs.		Mandatory		
39	The solution must support both URL rewriting and content rewriting for http header and body when it is deployed in the reverse proxy or transparent proxy mode.		Mandatory		
40	The solution must support and integrate with Web application vulnerability assessment tools (Web application scanners) Tenable SC. Proposed WAF should support virtual patching of web application vulnerabilities for protecting the apps from web level attacks. The solution must have ability to import Vulnerability scanner report from VA tool and fix those vulnerabilities within WAF using xml file.		Desirable	2	

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#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
41	Proposed WAF should support API security including support for uploading swagger file.		Mandatory		
42	The Proposed WAF Solution should have Correlated Attack Validation capability or Correlation features which examines multiple attributes such as HTTP protocol conformance, profile violations, signatures, special characters, and user reputation, to accurately alert on or block attacks and also to eliminate false positives, also support automatic baselining		Mandatory		
43	Solution should have the ability to build a base policy and inherit child policies from the same. Inheritance should support restricting modifications to the base policy settings		Mandatory		
44	The Solution should support user-written scripts, that provide flexibility to control application flows such as redirections from HTTP to HTTPS etc.		Desirable	5	
45	Proposed Solution should have capability to Accept on the basis of Attack log entry for further requests like this in the Policy or Reject such an attack in the future.		Desirable	5	
46	Proposed Solution should have capability to automatically fetch signatures for relevant software, server technology. These signatures needs to get updated on regular interval basis as and when released by OEM.		Mandatory		
47	The solution must support regular expressions for the following purposes: Signatures definition, Sensitive data definition, Parameter type definition, Host names and URL prefixes definition, Fine tuning of parameters that are dynamically learnt from the web application profile.		Mandatory		
48	Should support Integrated Web Application Load balancing that helps to reduce latency and gives singular window of management. This Load Balancer can be enabled in future by add-on license		Desirable	3	
49	Solution should support machine learning and behaviorial analysis of the traffic and take action and provide appropriate recommendation		Mandatory		
50	The Proposed WAF Solution should protect API based communication between client & servers using all the relevant WAF signatures.		Mandatory		

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#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
51	Proposed WAF Solution should have ability to detect, inspect & restrict communication based on APIs , Web Services (SOAP/XML/HTML)		Mandatory		
52	Proposed WAF Solution should have database of Malicious IP Addresses, Anonymous Proxy IP Addresses, TOR Networks, Windows Exploits IP Addresses, SQL Injection IP Addresses, Scanner IP Addresses, Remote File Inclusion, Phishing URLs & Geo-location & this database should be updated near real time basis.		Mandatory		
53	The solution must support the capability to define security policies based on the threat intelligence feeds listed previously to perform the following functions: - Alert - Block IP - Block Session - Block User		Mandatory		
54	The solution must support custom WAF security rules either for specific application and for URL in a specific application. Administrators should be able to define rules for the positive and negative security model and to create correlation rules with multiple criteria		Mandatory		
55	The solution must support the following password management capabilities without relying on any external system: a) Password validity period in days b. Password length (minimum required number of characters in the password.) c. Whether a password must be significantly different from the last password used d. Whether a password must include capital letters, numbers, lower case letters and non alpha-numeric characters or not.		Mandatory		
56	The proposed WAF solution should support configuration as per CIS/NIST benchmark standards.		Desirable	5	
57	The solution must be able to support the configuration of the following lockout settings from the solution management UI: a. Login failed attempts period (in minutes) in which entering an incorrect password multiple times locks an account b. Number of failed login attempts which result an account to be locked c. Lock duration in minutes		Mandatory		

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#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
58	The solution must support the capability of trust-based communication between the different components in the solution.		Mandatory		
59	The proposed WAF and management server must support Network Time Protocol(NTP) to synchronise its clock with NTP server.		Mandatory		
D. Centralized Management & Analytics (CMS)					
1	The solution management appliance must be able to manage up to 8 WAF appliances.		Mandatory		
2	During solution upgrade, the solution should provide option to the user to reboot or to schedule reboot at later stage.		Mandatory		
3	The solution must come with system health monitoring capabilities to provide real-time awareness of the health of all the elements in the solution deployment. The health monitoring must minimally come with alerts/alarms for the following issues: - Redundancy & High Availability - Load and Capacity - Network connectivity - Hardware problems		Mandatory		
4	Centralized Management Software(CMS) should provide a unified point of control for the Device and should have ability to push software updates centrally.		Mandatory		
5	CMS Should manage policies, licenses, SSL certificates, images, and configurations for all the appliances		Mandatory		
6	CMS Should have predefined roles/permissions configurations to manage who can see application dashboards, and edit and deploy services and policies for application delivery and security. Roles can be associated with local users and groups, or users and groups from remote RADIUS, LDAP servers, etc.		Mandatory		
7	CMS should provide capability to view and compare policies.		Mandatory		
E. Monitoring & Logging					
1	Solution must support SNMPv1, v2, v3 & Syslog with widely used standard format.		Mandatory		
2	Should have capability to upgrade/downgrade device software Images.		Mandatory		
3	Management Appliances for Proposed WAF Solution should be sized to store Data for minimum 180 Days. This requirement should be met throughout the contract period of 6 years.		Mandatory		

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#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
4	Proposed WAF and management appliance should have capability to forward complete logs and alerts to SIEM Solution		Mandatory		
5	Proposed WAF and management solution should have capabilities to mask sensitive parameters in all user logs		Desirable	5	
6	Proposed WAF solution should have capabilities to integrate with bank's SOAR and TIP solutions to automate the actions.		Desirable	5	
7	Proposed WAF and management solution should have native integration with all the leading SIEM Solutions - RSA NetWitness/Envision, Splunk, Arcsight, etc.		Mandatory		
8	Proposed WAF and management Solution should generate & forward logs of system events for events that have taken place in the system such as a login/logout, or a direct result of system changes such as but not limited to signature updates, changes to configuration, activation of settings, building profiles, automatic profile updates, rebuilding database indexes, server start/stop, system related errors or warnings to SIEM solution.		Mandatory		
9	Proposed WAF and management Solution should provide Compliance and standard industry certification for requirements like but not limited to PCI-DSS, etc		Mandatory		
10	Proposed WAF and management Solution should have mechanism to send automated, real-time event alerts.		Mandatory		
11	Proposed WAF and management Solution should provide custom and predefined MIS Reports generation: Daily reports, Periodic reports, Exception reports, Detailed/summary level reports, etc. which would enable the bank to monitor the performance of device and should have capability to export in csv and pdf format.		Mandatory		
12	Proposed management solution should provide visibility of mention parameters in logs and reports which include- IP, URL/URI, Signature, Attack payload, Packet capture, HTTP header parameters, etc.		Mandatory		

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Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
13	The solution should provide capability to perform the following actions in order to act on an alert. These actions should be able to perform automatically or manually based on the bank requirement: <ul style="list-style-type: none"> - Send Syslog -- SNMP trap - SMTP email - Run a OS Shell Command - Monitor an IP - Monitor an user - Block an user - Block an IP and geolocation -- Create a review task/ Learning suggestion 		Mandatory		
14	The solution must provide pre-packaged reporting capabilities out-of-the-box without user intervention/further configuration, like <ul style="list-style-type: none"> - Alert analysis (For Application user, Known attack patterns, severity, Source IP with severity & type, URL, User with severity & type, Violation Types) - Daily & weekly Top 10 WAF violations - Daily Summary Blocked Connections - Directory Browsing Detection Report/logs - List of Alerts - PCI reports - WAF violations - Sensitive Error Messages Leakage Report/Logs - Slow HTTP/S Alerts - Top Bot Violations Daily Report 		Mandatory		
15	The solution must support the creation of the following dynamic profiling reports or export data for following: <ul style="list-style-type: none"> - Cookies learnt - Learned Hostnames - Susceptible Directories Learned - URL Patterns Learned - URLs Learned - Web Application User Tracking 		Mandatory		
16	The WAF solution must provide inbuilt functionality to assist for forensics ensuring sufficient logs data and security events to demonstrate the cronology		Mandatory		
17	The solution must support the editing and creation of security policies that is driven by an user-friendly click and drop UI.		Mandatory		
18	The solution must support generation of reports with both tabular views and data analysis graphical views.		Mandatory		

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#	Required Minimum Specification	Compliance (Yes/No)	Mandatory/Desirable points	Marks	Document evidence
19	The solution must support customised reports as well as scheduling of report generation to start only at a future date.		Mandatory		
20	The WAF solution should provide Dashboard which provides holistic and interactive interface that clearly suggest insight about violation, Incident and recommend the ways to configure the policies based on these findings.		Mandatory		

Technical Bid Evaluation Criteria -

Sr. No.	Description	Marks Breakup	Total Marks
1	Bidder Experience in WAF deployment at BFSI clients		15
a	2 BFSI clients	10	
b	3 or more BFSI clients	15	
2	Proposed OEM's WAF solution deployment at BFSI client		15
a	5 clients (minimum 2 BFSI)	10	
b	6 or more clients (minimum 2 BFSI)	15	
3	Compliance to technical Desirable points (Annexure – XIV of RFP)		60
4	Technical Presentation - (Rational for choice of proposed OEM WAF solution, overall WAF solution architecture along with data flow, Project Plan, timelines, methodology to achieve phase wise implementation as outlined in the RFP)		10
	Total		100
Qualification marks			70

Signature : _____
 Name : _____
 Designation : _____
 Company seal : _____

Signature of Bidder Representative
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15. INFORMATION SECURITY CERTIFICATE (ANNEXURE – 15)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Annex Bldg - Annex, 8th floor, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

This is to certify that–

1. Hardware and the software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:
 - (a) Obstruct the Desirable and the designed function of hardware.
 - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
 - (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
 - (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.
3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank will be kept within the geographical boundaries of India

Signature : _____
Name : _____
Designation : _____
Company seal : _____

Signature of Bidder Representative
Duly authorized to sign
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16. PRE – BID QUERIES (ANNEXURE – 16)

(To be submitted in excel file format at mail id mentioned in the Schedule of Events)

Bidder Name :				
Contact Person :				
Contact no / email id:				
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				

Signature : _____
Name : _____
Designation : _____
Company seal : _____

Signature of Bidder Representative
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 for and on behalf of the company.

17. ELIGIBILITY CRITERIA COMPLAINT SHEET (ANNEXURE – 17)

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
1.	The Bidder must be a company registered in India under the Companies Act 1956/2013 or LLP or Partnership Firm, HUF/proprietary concern or a company/statutory body owned by Central / State Government.	<ul style="list-style-type: none"> Bidder Profile as per Annexure 18 along with its supporting documents, such as, Incorporation certificate and Business Commencement Certificate. 	Yes/No
2.	The bidder may be either an OEM (Original Equipment Manufacturer) or an Authorized Partner or System Integrator (Tier-1 or Tier-2) of the OEM whose product they are proposing. In case the OEM does not deal directly; OEM may bid through not more than 3 of their Authorized Partners or System Integrators.	<ul style="list-style-type: none"> Manufacturers Authorization letter from OEM in favour of partner (Bidder) as per Annexure-7. 	Yes/No
3.	The bidder should have an annual turnover of at least Rs.50 Crores in each of the last 3 financial years (i.e. 2018-19, 2019-20 & 2020-21).	<ul style="list-style-type: none"> Copy of Audited Financial Sheet/Report of the last 3 financial years to be provided. 	F.Y. 2018-19
			F.Y. 2019-20
			F.Y. 2020-21
			F.Y. 2018-19
4.	The Bidder should have positive net-worth in at least 2 out of 3 last financial years i.e. FY 2018-19, 2019-20, 2020-21 and should have positive net-worth in FY 2020-21.	For F.Y. 2020-21 – If Audited financial statement is not available then bidder may submit provisional certificate duly signed by CA/Statutory Auditor.	F.Y. 2019-20
			F.Y. 2020-21
5.	The bidder should have experience of solutioning and implementation of WAF solution in at least 2 BFSI clients. These implementations should have been done during the last 5 years i.e. between 01-04-2016 and 31-03-2021. Out of these, 1 implementation (having at least 800 branches/offices in India) must be of the OEM of which WAF solution is being proposed for IDBI Bank.	<ul style="list-style-type: none"> PO along with Project sign off to be submitted. 	Yes/No
6.	The Bidder should have Indian presence and practicing in the Network Security - WAF solution for the last 3 years as 31-03-2021.	<ul style="list-style-type: none"> PO along with client experience certificate. 	Yes/No
7.	The OEM's WAF solution must have been implemented for at least 5 clients in India. 2 out of these 5 must be implemented in the BFSI sector, with clients having at least 800	<ul style="list-style-type: none"> PO or Project sign off to be attached. 	Yes/No

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Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
	branches/offices in India. These implementations should have been done during last five years i.e. between 01-04-2016 and 31-03-2021.		
8.	The bidder should have sufficient number of certified professionals in the proposed OEM's WAF.	<ul style="list-style-type: none"> Undertaking from Bidder indicating number of OEM's WAF certified resources on its payroll and stating that out of the total resources, at least 2 OEM's WAF certified resources will be deployed during implementation. 	Yes/No
9.	The bidder must have its own support offices in Mumbai and Chennai locations.	<ul style="list-style-type: none"> Support & services centers as per the format given in RFP at Annexure 18 	Yes/No
10.	Bidder should not have been blacklisted by any Govt. bodies / PSB / PSU during the last five years. The Bidder have to submit a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency.	<ul style="list-style-type: none"> As per Annexure- 6 	Yes / No
11.	The OEMs of the proposed WAF must feature under the "Leaders" or "Challengers" quadrants in all of last three years' reports of Gartner's Magic Quadrants. (Gartner's Report of 2019, 2020 & 2021)	<ul style="list-style-type: none"> Gartner's Report of 2019, 2020 & 2021 highlighting OEM name to be submitted. 	Yes/No
12.	<p><u>Micro and Small Enterprises (MSE):</u> Micro & Small Enterprises (MSEs) under Single Point Registration scheme (SPRS) are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018. Please note that Traders are not eligible for this Scheme. MSEs will have to meet all other eligibility criteria laid down in this RFP.</p> <p>For eligible bidders, exemption will be provided, Only for Cost of the Bid Document & Earnest Money Deposit (EMD), as per Gol norms.</p>	<ul style="list-style-type: none"> Micro and Small Enterprises (MSEs) involved in manufacturing & Services to submit a valid SPRS Certificate received from NSIC along with Udyog Aadhaar Memorandum (UAM) / Udyam Registration. 	Yes/No

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Ref: IDBI-Bank/ITD/VMG/RFP/21-22/34

Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
13.	<p>In terms of Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>A copy of the aforesaid Notifications can be downloaded from Department of Expenditure website i.e. URL https://doe.gov.in/procurement-policy-division-0. The Guidelines may be treated as an integral part of the tender documents.</p>	<ul style="list-style-type: none"> Both OEM and Bidders have to submit the approval from Competent Authority. <p>Alternatively, Bidders should provide Certificate “<i>Model Certificate for Tenders</i>”, on their stamp paper, as indicated on Annexure III at Page 11 of the Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance.</p>	Yes/No

Signature :

Name :

Designation :

Company seal :

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

18. BIDDER PROFILE (ANNEXURE – 18)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Bldg - Annex, 8th floor, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.

Dear Sir,

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/34 : March 31, 2022)

Sr. No	Particulars	Response
1.	Name & Registered Office Address of the Bidder	
2.	Type of organization & year of incorporation / Registration. (Copy of certificate of registration / incorporation to be submitted)	
3.	PAN No (Copy of PAN card to be submitted)	
4.	GST No (Copy of GST reg. to be submitted)	
5.	Correspondence address at Mumbai with contact person/s Details: Name: Telephone No.& Mobile No. Email Id: etc.	
6.	Correspondence address at Chennai with contact person/s Details: Name: Telephone No.& Mobile No. Email Id: etc.	
7.	Contact person/s Details for the purpose of this RFP: Details: Name: Telephone No & Mobile No.: Email Id: etc.	
8.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Please find enclosed the supporting documents for above response.

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

19. BIDDER SUPPORT / SERVICE CENTRE (ANNEXURE – 19)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Sr. No	State	Number of Branches	Directly / Certified Channel Partner (CCP) Please Specify	Address	Contact Person Name & Designation	Contact Number (Mobile, Landline & Email ID)

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

20. PRE INTEGRITY PACT (ANNEXURE-20)

(To be stamped on Rs.500/- Stamp paper and to be included in Technical Bid Envelope)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, IDBI Bank Ltd., a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a Banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its _____ Department/ Office at _____, _____, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s _____ represented by Smt/ Shri _____, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to procure (_____) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

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 PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

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

- Enabling the PRINCIPAL to obtain the Desirable service/ product 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 PRINCIPAL 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:

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, 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, organisation or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL 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

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which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the 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 official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation 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 (not available legally) to any official of the PRINCIPAL 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 IDBI Bank Ltd for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.

3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor 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.

3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to

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prices, specifications, certifications, subsidiary contracts etc.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a 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.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 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 of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 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 PRINCIPAL.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS/ Contractor(s).

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti-corruption principle.

4. Previous Transgressions

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 / Public Sector Banks in India or any Government Department in India or RBI 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 (specified in RFP) as Earnest Money/ Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of IDBI Bank Ltd. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the

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PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/ Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

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 provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL 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 PRINCIPAL 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 provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.

6.1.2 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 PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4 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 PRINCIPAL along with interest.

6.1.5 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 PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.7 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.

6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 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 offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for

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prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems 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 or any other Bank 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 or a Bank 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 PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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 instructions 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 this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL 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 documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

8.7 The PRINCIPAL 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 designated authority of PRINCIPAL/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ 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 provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books

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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 PRINCIPAL.

11. Other Legal Actions

The actions 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 up to the complete execution of the contract to the satisfaction of the PRINCIPAL 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, with the successful bidder by the PRINCIPAL.

12.2 Should one or several provisions of this 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 _____.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)

Signature
(For & on behalf of the BIDDER/ Contractor)

Office Seal
Name
Designation

Office Seal
Name
Designation

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

[Provisions of the above clauses would need to be amended/ deleted in line with the policy of the PRINCIPAL in regard to involvement of Indian agents of foreign suppliers].

21. LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP (ANNEXURE-21)

Reference: RFP for Procurement of Web Application Firewall (WAF)
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/35 : March 31, 2022)

#	Documents to be submitted	Supporting Documents	Submitted (Yes / No)
1.	Copy of NEFT receipt/UTR details (EMD and Bid Cost)	<ul style="list-style-type: none"> • EMD • Bid document fee • MSME Certificate / NSIC / Other Supporting document for waiver for EMD / Bid Fee 	Yes / No
2.	Technical Bid Form	<ul style="list-style-type: none"> • As per Annexure-1 	Yes / No
3.	Masked (Indicative) Commercial Bid format along with price Schedule	<ul style="list-style-type: none"> • As per Annexure-2 & Annexure-3 	Yes / No
4.	Power of Attorney as per format provided in RFP (accompanied by certified true copy of Board Resolution)	<ul style="list-style-type: none"> • Certified true copy of Board Resolution • POA as per format at Annexure-4 • (If sub delegates the power by the authorized signatory whose nominated by the board) 	Yes / No
5.	Unconditional Acceptance of Terms and Conditions of RFP	As per Annexure-5	Yes / No
6.	Self-Declarations by Bidder	As per Annexure-6	
7.	Manufacturer Authorization Form (MAF) from OEM	<ul style="list-style-type: none"> • As per Annexure-7 	Yes / No
8.	Letter for Refund of EMD	<ul style="list-style-type: none"> • As per Annexure-13 	Yes / No
9.	Technical Specification	<ul style="list-style-type: none"> • As per Annexure-14 	Yes / No
10.	Information Security Certificate	<ul style="list-style-type: none"> • As per Annexure-15 	Yes / No
11.	Eligibility Criteria Compliance (accompanied by all the supporting documents)	<ul style="list-style-type: none"> • As per Annexure-17 	Yes / No
12.	Bidder's Profile	<ul style="list-style-type: none"> • As per Annexure-18 • Incorporation Certificate • GST • PAN 	Yes / No
13.	Pre-Contract Integrity Pact	<ul style="list-style-type: none"> • As per Annexure-20 	Yes / No
14.	Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM)	<ul style="list-style-type: none"> • Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM) 	Yes / No
15.	Signed Copy of RFP, Bank's Response to pre-Bid queries and Corrigendum (if any)	<ul style="list-style-type: none"> • Signed copy of RFP (all the pages to be signed). • Signed copy of Bank's Responses, Corrigenda and addenda, if, any, to be submitted 	Yes / No

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22. INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-22)

22.1. DEFINITIONS:

22.1.1. e-Procurement Technologies Ltd.(Auction Tiger): Service provider to provide the e-Tendering Software.

22.1.2. IDBI Bank e-Procurement Portal: An e-tendering portal of IDBI Bank introduced for the process of e-tendering which can be accessed on <https://eauction.auctiontiger.net/EPROC/>

22.2. ACCESSING / PURCHASING OF BID DOCUMENTS :

22.2.1. It is mandatory for all the bidders to have Class-II or Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of IDBI Bank. Bidders can see the list of licensed CA's from the link www.cca.gov.in. **e-Procurement Technologies Ltd.(Auction Tiger):** also facilitate Class II or Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact **e-Procurement Technologies Ltd. (Auction Tiger):** at mobile no. +91-9099090830 for DSC related queries or can email at dsc@abcprocure.com.

22.2.2. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) to have a user ID & Password with no registration fee.

22.2.3. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).

22.2.4. The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

22.2.5. For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday
Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers:- M:- 9081000427/ 09904406300

E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

Note: It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor e-Procurement Technologies Ltd. (Auction Tiger) will be responsible for such eventualities.

***** END OF RFP DOCUMENT *****

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