



Request for Proposal for Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions

## **INFORMATION SECURITY CELL (ISC)**

**RAILWAY BAZAR  
HALDWANI**

The Nainital Bank Ltd.,  
Information Security Cell, Railway Bazaar,  
Haldwani, District Nainital  
Uttarakhand - 263139

(RFP REFERENCE: **NTB/ISC/DLP/2024/04/021**)  
**13-04-2024**

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## List of Abbreviations

Acronym	Full Form
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BCP	Business Continuity Plan
BG	Bank Guarantee
BO	Branch Office
BoQ	Bill of Quantity
C&C	Command & Control
CBS	Core Banking Solution
DC	Data Centre
DD / PO	Demand Draft / Pay Order
DIC	Data Identification & Classification
DIT	Department of Information Technology
DLP	Data Leakage Prevention
DMS	Dual Message System
DR	Disaster Recovery
EMD	Earnest Money Deposit
EOD	End of Day
ESIC	Employees State Insurance Corporation
GDPR	General Data Protection Regulation
GTV	Grand Total Value
HO	Head office
IMPS	Immediate Payment System
IT	Information Technology
LoI	Letter of Intent
MoU	Memorandum of Understanding
MTA	Mail Transfer Agent
NDA	Non-Disclosure Agreement
NEFT	National Electronic Fund Transfer

NLP	Naini Loan Point
OCR	Optical Character Recognition
OEM	Original Equipment Manufacturer
OSD	Original Software Developer
PBG	Performance Bank Guarantee
PO	Purchase Order
POC	Proof of Concept
PRTSC	Print Screen
RBI	Reserve Bank of India
RFP	Request for Proposal
RMA	Return Material Authorization
RO	Regional Office
RTGS	Real Time Gross Settlement
SF	Score Financial
SLA	Service Level Agreement
SMS	Single Message System
SOC	Security Operation Cell
ST	Score Technical
TC	Techno Commercial
TCO	Total cost to Ownership
TO	Technical Offer
UI	User Interface
UPI	Unified Payment System
UX	User Experience
WPD	Windows Portable Device

## 2. Section I – Invitation to Bid

**RFP Ref. No. - NTB/ISC/DLP/2024/04/021**  
**The Nainital Bank Ltd.,**  
**Information Security Cell, Railway Bazaar,**  
**Haldwani, District Nainital**  
**Uttarakhand – 263139**  
**Dated: 13-04-2024**

The Nainital Bank Ltd. invites bids (Technical & Commercial) for “**Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions**” from eligible Bidders, which are valid for a period of 180 days from the last date of submission of bid date.

<b>Scope of Work</b>	<b>Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification &amp; Classification (DIC) and Web Security Solutions.</b>	
<b>Application Money</b>	<b>Rs. 5,000/- (Rupees Five Thousand Only)</b>	Application Money has to be deposited as <b>DD / PO / NEFT*</b> at the time of Bid submission.
<b>EMD (Earnest Money Deposit) to be submitted</b>	<b>Rs. 1,00,000/- (Rupees One Lakhs Only)</b>	Earnest Money Deposit (EMD) submitted in the form of DD/PO/ NEFT or Bank Guarantee which should be valid for a period of 6 months from last date for bid submission date. EMD to be deposited along with the bid.
<b>Date of Issue of RFP</b>	13-04-2024	
<b>Last date and time of submission of Bids</b>	04-05-2024 (16:00 Hrs)	
<b>Date and time of opening of Eligibility cum Technical Bids (envelope-1 and envelope-2)</b>	Date and time of opening of envelope-1 & envelope-2 will be shared later to the Bidders (through the authorized e-mail ID shared by the Bidders in Bidder Profile.)	

Interested parties may view and download the RFP Document containing the detailed terms & conditions, from the website

**<https://www.nainitalbank.co.in/english/tender.aspx>**

**\*DD/PO and Bank Guarantee should be made in favour of The Nainital Bank Ltd. and DD/PO be made Payable at Haldwani.**

**RFP Coordinator – Peeyush Harbola (IT Officer)**  
**Contact No – 05946-251550, +91-8445061513**  
**e-mail – [soc@nainitalbank.co.in](mailto:soc@nainitalbank.co.in)**

## 2.1 Document Control Sheet

<b>Tender Reference No.</b>	NTB/ISC/DLP/2024/04/021
<b>Name of Organization</b>	THE NAINITAL BANK LIMITED
<b>Tender Type (Open/Limited/EOI/Auction/Single)</b>	OPEN
<b>Tender Category (Services/Goods/works)</b>	Services/Goods
<b>Type/Form of Contract (Work/Supply/Auction/Service/Buy/ Empanelment/Sell)</b>	Supply/Services /Buy
<b>Technical Evaluation (Yes/No)</b>	Yes
<b>Is Multi Currency Allowed</b>	No (Only INR)
<b>Payment Mode (Online/Offline)</b>	Offline/Online
<b>RFP Issuance Date</b>	13-04-2024
<b>RFP Coordinator</b>	RFP Coordinator – Peeyush Harbola Contact No – 05946-251550, +91-8445061513 e-mail – soc@nainitalbank.co.in
<b>Last Date of receiving written request for clarifications before the pre-bid meeting</b>	16:00 hrs. on 18-04-2024 e-mail : soc@nainitalbank.co.in
<b>Pre-bid meeting</b>	<ul style="list-style-type: none"> <li>• Pre bid meeting will be held through online mode on 22-04-2024 11.00 AM and 1:00 PM.</li> <li>• Bidder to submit the names of -2- authorized officials/persons (Maximum) along with their contact numbers, designations and e-mail IDs on soc@nainitalbank.co.in by 18-04-2024</li> <li>• Invitation link of the meeting will be sent by the Bank to email IDs (max 2) of authorized officials/persons of the bidder to join the Online Pre-Bid Meeting as per the schedule mentioned above.</li> <li>• In order to join the On-Line Pre-bid meeting, the Bidder’s representatives will have to click the link provided through E-mail by the Bank.</li> </ul>
<b>Last Date of submission of RFP response (Closing Date) And address for submission of Bid</b>	<b>16:00 Hrs. on 04-05-2024</b> Chief Information Security Officer The Nainital Bank Ltd., Information Security Cell, Railway Bazaar, Haldwani, District Nainital, Uttarakhand – 263139
<b>Mode of Submission of Bid</b>	The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at The Nainital Bank Ltd., Information Security Cell, Railway Bazaar, Haldwani, District Nainital, Uttarakhand - 263139 on or before 16:00 hrs., on Bid submission date mentioned herein this RFP document. The date of dispatch of Courier / Registered Post / Speed Post receipt should be on or before last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email id of RFP Coordinator mentioned in Document Control Sheet.



	<p>However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 7 days from last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, due such misplacement or non-delivery of said bid envelope.</p> <p>Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 7 days from last date &amp; time of bid submission, cannot resubmit his bid on the pretext of misplacement or non-delivery of the Bid envelope.</p>
<b>Date of opening of Eligibility cum Technical Bids (envelope-1 and envelope- 2)</b>	Date and Time of opening of envelope 1 & 2 will be shared later on to the bidders (through the authorized e-mail ID shared by the bidders.)
<b>Date of Technical Presentation</b>	Date of technical presentation will be shared later on to the eligible bidders through authorized e-mail ID shared by the bidders.
<b>Contract Type (Empanelment/Tender)</b>	Tender
<b>Multiple Technical Annexure(s)</b>	Yes
<b>Quoting for all Technical Annexures is compulsory</b>	Yes
<b>Application Money*</b>	<p>Application Money of Rs. 5,000/- (Rupees Five Thousand Only) has to be deposited as DD / PO / NEFT at the time of Bid submission. The NEFT should be sent on or before last date of Bid submission as per account details mentioned below:  Account Name - Adjusting Account  Account Number - <b>999420300000001</b>  IFSC Code - <b>NTBLONAI999</b>  Branch Name - Head Office, Nainital</p>
<b>Bid Security (Earnest Money Deposit) *</b>	<p>Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only)  Submitted in the form of DD/PO/NEFT or Bank Guarantee which should be valid for a period of -6- (six) months from last date for bid submission date. EMD to be deposited along with the bid. The NEFT should be sent on or before revised last date of Bid submission as per account details mentioned below:   Account Name - <b>Adjusting Account</b>  Account Number - <b>999420300000001</b>  IFSC Code - <b>NTBLONAI999</b>  Branch Name - Head Office, Nainital</p>
<b>Bid Validity days</b>	180 days from the last date for submission of bid
<b>Location for Submission of Bid</b>	The Nainital Bank Ltd., Information Security Cell, Railway Bazaar, Haldwani, District- Nainital, Uttarakhand – 263139
<b>Validity of Contract</b>	Three (3) Year from the Go-Live date of proposed solution and extendable for further Two years solely at option of the Bank.

**Address for Communication**

Chief Information Security Officer  
The Nainital Bank Ltd., Information Security Cell,  
Railway Bazaar, Haldwani, District Nainital  
Uttarakhand - 263139

\* MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender. (Please refer Pt. 4.6 of this RFP document for detailing the MSE clause)

### 3. DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Nainital Bank Limited or any of their representatives, employees or advisors (collectively referred to as – Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation 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 or arising in any way for participation in this bidding process. 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 Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid. The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its Directors, Officers, Employees, Contractors, Representatives, Agents and Advisors disclaim all liability from any loss, claim, expenses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursement incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("losses") suffered by any person acting on or refraining from acting because of any presumption or information (whether oral or written and whether expressed or implied), including forecasts, statements, estimate or projections contained in this RFP document or conduct ancillary to it whether or not the losses rise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its Directors, Officers, Employees, Contractors, Representatives, Agents or Advisors.

## 4. Section II: Instructions for Bid Submission

### 4.1 Executive summary of the project

The Nainital Bank Limited was established in the year 1922 with the objective to cater banking needs of the people of the region. Bank of Baroda, a premier nationalized bank, is managing the affairs of The Nainital Bank Limited since 1973. The Bank is having 171 branches at present operating in five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. Bank's Head Office is at Nainital, Uttarakhand and -3- Regional Offices are functioning at Delhi, Dehradun and Haldwani. The Bank is running with a vision which states: "To emerge as a customer centric National Bank & become the most preferred bank for its product, services, technology, efficiency & financials."

#### **Scope of RFP in brief is mentioned below:**

The Nainital Bank Ltd has strategic plans to enhance the various banking delivery channels and integrate them in a way, to deliver seamless and superior digital experience to the customers and stakeholders. In addition to this, The Nainital Bank Ltd is on the verge of implementing a well-designed Data Protection Strategy and Robust Security Framework to ensure the monitoring and control over sensitive data. This will not only reduce the impact of any potential data leakage but also ensure security of its infrastructure. The Nainital Bank Ltd intends to engage with OEMs/partners/Bidders to recommend and deploy a suitable Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions., to monitor approximately 1350 users across existing 171 branches along with ROs, HO and other offices of The Nainital Bank Ltd, in five states, which may however increase in future consequent to opening of new branches and addition of new users.

The Nainital Bank Ltd intend to float this RFP for selection of qualified bidder for Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions for a period of 3 years. Bank intends to implement Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions covering the endpoints located at all locations of the Bank. This prevent the leakage of confidential Bank data / Bank customer information that could leak out of the Bank and would enable bank to reduce the corporate risk of the unintentional or intentional disclosure of confidential information. The management and monitoring of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions will be done from Centralized location at ISC. The objective of the solution is to successfully implement and maintain the proposed solution in those remaining endpoints (client PCs installed at BOs, ROs, NLPs, DIT, SOC & HO). The count of proposed desktop client PCs where there is no DLP is around 1350.

The successful bidder shall implement the proposed solutions based on these identified PCs and take care of supply, installation and its further maintenance & will be single point of contact for proposed agent that is to be installed in around 1500 systems later on.

The Bidder shall ensure that the required Hardware, Software, Middleware along with other components etc., meets the entire technical and functional requirement as envisaged in the scope of the RFP for proposed solution. The Bidder has to undertake to incorporate, at no cost to the Bank, suitable changes in the proposed solution including the software, procedure, security as well as operations as required and which come into force from time to time to comply with any new guidelines from RBI/NPCI/Bank/Other regulator and statutory bodies as per their defined time-lines for providing the proposed Solution.

The broad scope of work for the proposed solution is given in the '**Detailed Scope of Work**' section. This is an end to end project and all the items/features required for making the proposed solution operational should be considered by the Bidder, even if the same is not explicitly mentioned in this RFP document or not clarified through subsequent corrigendum(s)/amendment(s), if any.

**The Bidders who wish to take up the project shall be responsible for the following:**

- To deploy the Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions with Software, Applications, Tools, Utilities, related Services and Facilities Management as per Specifications, terms, conditions, and scope defined in this RFP.
- Bidder must maintain all involved application/database level components required for the proposed solution. In case, if Bidder is supplying the customized OS, then the Bidder has to take care of OS level installation, configuration, support and its further maintenance as well.
- The Vendor shall assign a project leader and associated support personnel for this project.
- Vendor shall assign appropriate resources with fairly rich experience to Build and Implement the proposed solution and among them one resource with 2-3 years of experience in Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security technology. The resource has to Manage and operate post sign off for evaluating false positives and false negatives; fine tune the data protection policies to correct the errors. Also will review overall feedback and exceptions.
- Rollout the proposed solution covering all the Bank identified locations as specified under the given scope.
- Impart Training and Knowledge Management to the Bank's management and personnel.
- Provide Facilities Management Services for the implemented solutions, which will be on mutually agreed between the bidder and the bank.
- Provide complete hand-over along with detailed documentation on at the end / termination of the UAT acceptance.
- The key personnel(s) identified for the project should carry out their activities from Bank's premises.
- The proposed solution shall have extensive Reporting, dashboards and auditing capabilities. Support the solution including future upgrades of all components of the solution, without any exception for a minimum period of 3 years from the date of go live (Extendable for another 2 years upon Bank's discretion)
- Support for application version / hardware-cum-software infrastructure.
- Provide the details of the architecture of the proposed solution containing complete details of specifications of components of proposed solution
- Solution must Safeguard employee privacy – balancing the needs of corporate data protection along with the need for employee privacy
- Visibility and control over data including:
  1. Encrypted data;
  2. Image files etc.
- Summarize the similar incidents, Incident workflow and case management.
- Role based administration for internal administrative tasks, monitoring and enforcement.
- Ensure no unwarranted, illegal, and fraudulent misuse of data shared by Bank.
- Bidder to categorically indemnify bank against any losses that Bank may suffer because of any such fraudulent and illegal act by the Company or its employees.

**4.2 Preparation of Bids**

*Bidder should consider all corrigendum/s, (if any), published on the Bank's website related to the RFP Document before submitting their bids.*

Please go through the tender advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

#### **4.3. Submission of Bids**

The Bidder shall seal the original DD/PO or Bank Guarantee as EMD and Application fees in form of DD/PO in an envelope which will be marked as Envelope No. 1 along with other Pre-qualification documents. If the same are deposited through NEFT, as the case may be, details of same should be submitted in the Bidder's Profile.

The Bidder shall mark its company/firm/LLP name and RFP reference number on the back of the Bank Demand Draft before sealing the same. The address of The Nainital Bank Ltd. i.e. places of submission of bids, name and address of the Bidder and the Tender/RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, THE NAINITAL BANK LTD., will not assume any responsibility for its misplacement, pre-mature opening etc.

The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at **Chief Information Security Officer, The Nainital Bank Ltd., Information Security Cell, Railway Bazaar, Haldwani, District-Nainital Uttarakhand -263139** on or before **1600 Hrs on 04-05-2024** (Last date of Bid Submission)

The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email-ID of RFP Coordinator mentioned in Document Control Sheet. However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 7 days from last date of bid submission, provided the date of dispatch of Courier / Registered Post / Speed Post receipt should be on or before last date of bid submission, in such circumstances the Bank shall not be liable, whatsoever, due such misplacement or non-delivery of said bid envelope beyond -7- days from last date of bid submission.

Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 7 days from last date & time of bid submission cannot resubmit his bid on the pretext of misplacement or non-delivery of the Bid envelope.

One paper copy and one electronic copy (Power Point or Microsoft Word and Excel contained in storage media) of all documents submitted under Technical Bid (Envelope 2) must be supplied to Bank at **Chief Information Security Officer, The Nainital Bank Ltd., Information Security Cell, Railway Bazaar, Haldwani, District-Nainital Uttarakhand -263139** and addressed as **"Request for Proposal for Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions"**.

Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable. If the Bidder(s) adopts any other format, such bid(s) shall be rejected.

#### **4.4 Assistance to Bidders**

Any queries relating to the RFP Document and the terms and conditions contained therein should be addressed to the RFP Coordinator indicated in this RFP.

#### **4.5 Cost to Bid**

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid or otherwise. The Bank, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

#### **4.6 Micro and Small Enterprise (MSE)**

As per recommendations of GOI (Government of India), Bank has decided to waive off EMD, tender cost (application money) and, Fees for proposed solution features for Micro and Small Enterprise MSE.

- i. MSEs are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence issued by NSIC (National Small Industries Corporation). For MSEs Government of India provisions shall be considered while evaluating the tender. Bids received without EMD, tender cost (application money), and Fees for proposed solution features from Bidders not having valid NSIC (National Small Industries Corporation) registered documents for exemption will not be considered.
- ii. To qualify for EMD, Tender Fee / Cost (application fee), and Fees for proposed solution features exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD, Tender Fee / Cost (application fee), and Fees for proposed solution features exemption.
- iii. MSE Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. Bids received without EMD for Bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the Bidder under any circumstance.

#### **4.7 Contents of the RFP Document**

The RFP Document is divided into following sections:

1. Section I - Invitation for Bids
2. Section II - Instructions for Bid submission
3. Section III - Detailed Scope of Work
4. Section IV - General Conditions of the Contract and Service Level Agreement
5. Section V - Bid Submission Format

The Bidder is expected to examine all instructions, forms, terms & conditions, and scope of work in the RFP Document and furnish all information as stipulated therein.

#### **4.8 Clarification on RFP Document**

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, through email, at the Bank's e-mail address i.e. soc@nainitalbank.co.in and as per schedule indicated under **point no. 2.1 of Section I – Invitation for Bids**. The queries must be submitted in the following format (in Excel file, \*.xlsx) shall only be considered for clarification:

Sr. No	Page No./ Section No.	Clause No.	Reference/ Subject	Clarification Sought
..	..	..	..	..

**The Bank will only respond to queries submitted in the above excel format.**

All queries on the RFP Document should be received on or before the last date and time as prescribed by the Bank in Section I of this RFP Document. Bank's response (including the query but without identifying the source of inquiry) would be provided to the bidders present during the Pre-bid meeting and corrigendum (if any) would be uploaded on bank's website

<https://www.nainitalbank.co.in/english/tender.aspx>. Bidders are responsible for duly checking the above website for any clarification (s)/corrigendum(s) and Bank's response.

**Note:** Inputs/suggestions/queries submitted by bidders as part of the pre-bid queries and otherwise will be given due consideration by the Bank, however THE NAINITAL BANK LTD., is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their submissions. If an input is considered valid by the bank the same will be accepted and incorporated as part of the corrigendum and shall be published on Bank's website.

#### **4.9 Amendment of RFP Document**

At any time prior to the last date for receipt of bids, the Bank, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

Amendment(s), if any, will be notified in writing on bank's website [www.nainitalbank.co.in](http://www.nainitalbank.co.in) under Tender Option and shall be binding on all bidders.

In order to provide prospective Bidders with a reasonable time, to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the last date for the receipt of Bids. Any or all corrigendum/amendments notified by the Bank shall be treated integral part of this RFP

#### **4.10 Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Bank, shall be written in **English language**.

#### **4.11 Documents Comprising the Bids**

The bid prepared by the Bidder shall comprise of the following components:

##### **1. Envelope 1 -Pre-Qualification envelope**

The Pre-qualification envelope, besides the other requirements of the RFP, shall comprise of the following: (The envelope should be marked as "Pre-Qualification")

- Index
- Bid Submission Cover Letter
- **Bidder's Profile:** The Bidder's Profile shall be limited to a maximum of five pages and shall summarize the content of the response. The Bidder's Profile shall initially provide an overview of Bidder's organization and position with regards to Proposed solution equipment and professional services in Banking Sector. A summary of the Bidder's products and services that will be provided as a part of this procurement shall follow. A brief description of the unique qualifications of the Bidder. Information provided in the Bidder's Profile is to be presented in a clear and concise manner. Application Money in form of DD/PO in original or details of NEFT in Bidder's Profile
- NDA document in original (Refer Point 7.11 for Non-Disclosure Agreement Format)
- Original EMD (as mentioned in this RFP) the original Bank Guarantee for EMD must be submitted in a sealed envelope mentioning "**EMD-NTB/ISC/DLP/2024/04/021**" by Bid submission end date as mentioned in Section 1 – Invitation of Bids. (MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender. (Please refer Pt. 4.6 of this RFP document for detailed MSE clause).
- Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents asked for eligibility criteria.



- Power of Attorney or latest Board Resolution (in case of company) executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.
- All documents should be signed and stamped by the authorized person.

## 2. **Envelope 2 - Technical Bid envelope**

The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as “Technical bid”)

- Index
- Technical Bid Letter
- Technical / Functional Specifications (Refer point 5.13 of Detailed Scope of work)
- POC / Product Walk through, along with Presentation (Refer Point C Technical Presentation of Evaluation of Technical Bids)
- Bidder Solution
- Details of Hardware and Operating System Requirement (Refer point 7.1 of Bid Submission Format)
- Methodology and Project Implementation Plan: This will give Detailed Work Plan (Project Plan) for all the equipment as mentioned in “Scope of Work” of this document. A PERT chart providing the delivery plan and scheduled date of commencement till completion of the delivery shall also be provided.
- Manufacture authorization Format (Applicable Original Equipment Manufacturer OEM)
- Supporting documents as required in technical score sheet.
- All documents including Power point presentation, solution document, technical compliance, bill of material in a storage media. Technical compliance and bill of material has to be submitted in excel format.
- All documents should be signed and stamped by the authorized person.

## 3. **Envelope 3 - Commercial Bid envelope**

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as “Commercial bid”)

- Index
- Commercial Bid
- Commercial Bid Letter
- Breakdown of Cost Components
- A standard format for submission of commercial bids has been provided with the tender to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided in **Section V- Bid Submission Format** (7.8 Commercial Bid Format) and submission in any other format will lead to rejection of the bid.

### **4.12 Bid Prices**

The Bidder shall indicate in the proforma prescribed in Section V at Clause (7.8 Commercial Bid Format), the total Bid Prices of the solution it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Documents.

In the absence of above information as requested, a bid may be considered incomplete and be summarily rejected.

The Bidder shall prepare the bid based on details provided in the RFP Documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work / solution required by the Bank and is not in any way exhaustive and guaranteed by the Bank. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP Documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP Documents.

#### **4.13 Firm Prices**

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Bank reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid should clearly indicate the price to be charged and Taxes will be applicable as per actuals. It is mandatory that such charges wherever applicable/payable should be indicated separately in **Section V – Bid Submission Format**. However, should there be a change in the applicable taxes, the same may apply.

#### **4.14 Bidder Qualification**

The "Bidder" as used in the RFP Documents shall mean the one who has signed the Tender Form. The Bidder may be either the **Principal Officer** or his duly **Authorized Representative**, in either 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 representative and the principal. It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or as a duly authorized representative of the company.

The authorization shall be indicated by **written power-of-attorney** or latest Board Resolution in case of company authorizing the Principal Officer / Authorized representative accompanying the bid. The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

Any change in the Principal Officer shall be intimated to THE NAINITAL BANK LTD. in advance.

#### **4.15 Earnest Money Deposit (EMD)**

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs 1,00,000/- (Rupees One Lakh Only) as per details in the Document Control Sheet as a security.

The EMD is required to protect the Bank against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD must be submitted, in form of DD/PO/NEFT or Bank Guarantee valid for a period of -6-months from the last date of bid submission, of any Scheduled Commercial Bank favouring The Nainital Bank Ltd. In case the EMD is sent through NEFT, such details are to be submitted in Format as mentioned at point/clause **7.9 NEFT Details**.

In case of bidders being an MSE under registration of any scheme of Ministry of MSE, they are exempted from the submission of EMD. A valid certificate in this regard issued by the NSIC has to be submitted along with the bid. (Please refer pt. no. **4.6** Micro and Small Enterprises clause for details)

Unsuccessful Bidder's EMD will be returned after award of contract to the successful Bidder. **No interest will be paid by the Bank on the EMD.**

The successful Bidder's EMD will be discharged upon the bidder executing the Contract, and furnishing the Bank Guarantee/security deposit. **No interest will be paid by the Bank on the EMD.**

The EMD may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity specified in the RFP; or
- b. in the case of a successful Bidder, if the Bidder fails;
  - i. to sign the Contract in accordance; or
  - ii. to furnish Security Deposit/Bank Guarantee for contract performance

#### **4.16 Security Deposit**

- The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favoring The Nainital Bank Ltd. equal to the 10% of purchase order value.
- Validity: Valid for 36 months. The BG will be released after 36 months and/or extended period or execution of all pending Purchase Orders, whichever is later.
- In the event of termination, Bank may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amount towards direct damages from the successful bidder that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.

#### **4.17 Period of Validity of Bids**

Validity of bid will be 180 days from the last date of submission of bid. **Any bid of a shorter period may be rejected by the Bank as non- responsive.**

In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids up to 180 days more. Any clarification/request or response thereto on extension of period of bid submission or extension of period of validity of EMD shall be done as per this RFP document. The validity of EMD may also be extended if required.

#### **4.18 Format and Signing of Bid**

The original and all copies of the bid shall be typed or written in indelible ink. **The original and all copies** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement/Contract. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete information sheets or insufficient documentary evidence shall be rejected.

The Bidder shall duly sign and seal its bid with the exact name of the firm/company/LLP to whom the contract is to be issued.

#### **4.19 Revelation of Prices**

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

#### **4.20 Terms and Conditions of Bidders**

Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. The terms and conditions mentioned in the RFP will solely prevail.

#### **4.21 Consortium**

Consortium is not allowed.

#### **4.22 Last Date & Time for Receipt of Bids**

Bids will be received by the Bank at the address specified under **Section I - Invitation for Bids** no later than the time and date specified in Section I - Invitation for Bids.

The Bank may, at its discretion, extend the last date for the receipt of bids by amending the RFP Document, in which case all rights and obligations of the Bank and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

#### **4.23 Late Bids**

Any bid received by the Bank after the last date and time for receipt of bids prescribed by the Bank, pursuant to **Section I - Invitation for Bids**, shall stand rejected.

#### **4.24 Modification and Withdrawal of Bids**

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

#### **4.25 Bidder's Address for Correspondence**

The Bidder shall designate the official mailing address, place to which all correspondence shall be sent by the Bank.

#### **4.26 Contacting the Bank**

No Bidder shall contact the Bank on any matter relating to its bid, from the time of the bid opening up to the time of award of contract.

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

#### **4.27 Opening of Bids by Bank**

The Bank will convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, may participate. Subsequent to this, Bank will further evaluate the Bid of only those applicants/agencies whose Application fees, EMD and eligibility criteria is found to be in order.

#### **4.28 Evaluation of Bids**

Bank will evaluate the bids. Decision of the Bank would be final and binding upon all the Bidders.

The purpose of this clause is only to provide the Bidders an idea/overview of the evaluation process that the Bank may adopt. However, the Bank reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Bidder must possess the requisite experience, strength and capabilities in providing the solution necessary to meet the Bank's requirements, as described in the RFP Document. Bidder must possess the technical know-how and the commercial wherewithal that would be required to successfully deliver the project as part of the solution and also to provide the maintenance and management support services sought by the Bank, for the entire period of the agreement/contract. The Bidder's bid must be complete in all respect and covering the entire scope of work as stipulated in the RFP Document.

#### **4.29 Preliminary Examination**

The Bank will examine the bids to determine whether they are complete, whether the bid format conforms to the Tender requirements, whether any computational errors have been made, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

A bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### **4.30 Clarification**

When deemed necessary, during the tendering process, the Bank may seek clarifications or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or

price quoted.

THE NAINITAL BANK LTD. reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

#### **4.31 Evaluation of Eligibility Criteria**

In this part, the bid will be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the Tender. Any deviation from general conditions of the contract and eligibility criteria will lead to rejection of the bid.

Before opening and evaluation of the technical proposals, bidders are expected to meet all the general conditions of the contract and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the RFP Document. The bidder must also possess the technical knowhow and the commercial wherewithal that would be required to successfully implement the project and provide the support services sought by THE NAINITAL BANK LTD. for the entire period of the agreement/contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the RFP Document. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Supporting Required</b>	<b>Complied (Yes/No)</b>
1	Bidder should be Government Organization / PSU / PSE / partnership firm under Partnership Act / LLP /private or public limited company in India at least for last 5 years as on date of bid.	Documentary Proof to be attached (Certificate of Incorporation/Partnership Deed). Submit copy of PAN Card, GST Registration.	
2	Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted.	Letter of confirmation from Bidder	
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings / Banks (PSUs / PSBs) or Private Banks or Financial Institutions since last 3 FY years and till date.	Letter of confirmation (self-certified letter as per the format given in pt. 7.3 ( <i>Declaration for Non-Blacklisting</i> ) signed by authorized official of the Bidder)	
4	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliated / Group Companies /	A self - declaration to be furnished by the Bidder on the company's letter head for the same.	

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Supporting Required</b>	<b>Complied (Yes/No)</b>
	member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates / Group Companies / member firms.		
5	The Bidder should be an OEM as well as Original Software Developer or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the Bidder in case Bidder is owner of the software, else authorization letter from the OEM to be submitted to sell the software.	
6	Must be net profit making entity (from Indian operations only) for each year in the last three financial years that is financial years - 2020-21, 2021-22 and 2022-23.	Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification	
7	The bidder should have implemented similar solution in any Government/PSUs/BFSI/Bank /Insurance organization.	Copy of letter of assignment & certification of satisfactory completion of assignment to be submitted from respective organization.	
8	The Bidder must have minimum Average Annual Turnover of Rs. three Crore in last three financial years (2020-21, 2021-22 & 2022-23) from Indian operations. Audited financial statements for FY 2020-21, 2021-22 & 2022-23 are to be submitted. or For Startup India & Cert-In Empaneled Organization- The Bidder must have minimum Average Annual Turnover of Rs. Two Crore in last three financial years (2020-21, 2021-22 & 2022-23) from Indian operations.	Audited Financial statement for the financial years 2020-21, 2021-22 & 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification	
9	The proposed solutions offered with respect of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security should be in compliance with all listed guidelines issued by Regulatory and Statutory bodies like RBI,NPCI and other regulators etc.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the Bidder	

S. No	Eligibility Criteria	Supporting Required	Complied (Yes/No)
10	Bidder should have the below mentioned certificate which is valid as on the date of RFP submission <ul style="list-style-type: none"> <li>• ISO 27001</li> <li>• ISO 9001</li> </ul>	Copy of Certificate	
11	Bidder must be an OEM or an authorized partner.	OEM Authorization Certificate	
12	Bidder/OEM must have implemented the proposed solution for Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions. in at least One Scheduled Commercial Banks/RRBs/ Public Sector Bank/ Private Bank/ Co-Operative Bank* in India. *The Co-Operative Bank must have the following criteria as on 31.03.2023. i) Branch Operations in at least three states in India. ii) Total Business of Rs. 25,000 crore or above in India. (Copy of proof must be enclosed for both Point No i and ii)	Copy of Purchase Orders/ Work Completion Certificates/ Client Reference letters	

**Note:** Bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer.

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 entitle to rejection of the proposal/s.

#### **4.32 Evaluation of Technical Bids**

Only those bidders who qualify all Pre-qualification / Eligibility Criteria requirements will be qualified for technical bid evaluation.

Technical presentation, will also be a part of the process for evaluation of the bids. The Bank reserves the right to reject a proposed service if it is of an opinion that the offered service does not match the technical requirements /objectives of IT security of the bank specified in Technical Bid – Bank's Requirements.

The technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, Minimum/Mandatory Technical requirements and the scope of work as defined in this tender.

Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and

conditions and the scope of work shall be rejected and will not be considered for further evaluation. **Bids that are technically compliant would only be taken up for commercial evaluation.**

Bidders should submit the Technical Specification compliance sheet as a part of technical bid. If the bidder is found to be non-compliant to any of the mandatory technical specifications, then the respective bid would be summarily rejected without assigning any score.

Bidder is required to submit all the supporting documents as per the criteria mentioned in the Tender/RFP. Bank reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder to resubmit documents, the decision of Bank will be final and binding in this regards. Bids that are technically qualified would only be taken up for commercial evaluation.

Bidders are required to comply with all the Technical Specifications as mentioned in Tender, no deviation will be accepted. Any deviation would be summarily rejected without assigning any score.

Bank reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders will not be entertained and will be summarily rejected. THE NAINITAL BANK LTD. will not respond to any query raised by bidders seeking reasons for rejection of the bid.

Technical Bids will be evaluated for the following broad parameters and a score would be given to each Bidder by the Bank based on the scoring criteria mentioned below-

Sl. No.	Parameter	Maximum Score
<b>Technical Evaluation</b>		
A.	Proposed solution offered for Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions with Three Year Support.	40
B	BIDDER's/OEM's Capability & Experience	30
C	Technical Presentation and Project Understanding	30
<b>Total</b>		<b>100</b>

**Scoring Matrix:**

- A. Proposed solution offered for Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions with Three Year Support - Functionality & Technical Requirements Evaluation.

Sl. No.	Scoring Parameter	Maximum Score
1.	Proposed solution offered for Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions with Three Year Support - Functionality & Technical Requirements Evaluation as detailed in Detailed Scope of Work of this document. (Note: The total marks of the Techno Functional Requirements will be scaled down to 40 marks) Formula: (Total Marks Obtained/Total Marks)*40	40
	<b>Total</b>	<b>40</b>

**B. BIDDER's/OEM's Capability & Experience**



S. No.	Scoring Parameter	Maximum Score	Documents to be submitted
1	<p>BIDDER/OEM experience in implementation of proposed solution offered with respect to Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification &amp; Classification (DIC) and Web Security Solutions in Scheduled Commercial Banks/ RRBs/ Public Sector Bank/Private Bank/ Co-Operative Bank* in India to be calculated as below:</p> <ul style="list-style-type: none"> <li>• Scheduled Commercial Banks/ RRBs /Public Sector Bank/ Private Bank each organization implementation will carry 2 marks</li> <li>• For each Co-Operative Bank implementation will carry 1 mark.</li> </ul> <p>*The Co-Operative Bank must have the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India.</p> <p>ii) Total Business of Rs. 25,000 crore or above in India.</p> <p>(Copy of proof must be enclosed for both Point No i and ii)</p>	10	Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the Bidder on the Bidder's letter head confirming the implementation along with the contact details of client's representative.
2	<p>The BIDDER/OEM shall have an annual turnover of at least 3 Crores for the last three (3) financial years (i.e., 2020-21, 2021-22 and 2022-23) from Indian Operations</p> <ul style="list-style-type: none"> <li>• Turnover 3 Cr INR – 3 Marks</li> <li>• Turnover between 3 Cr to 5 Cr INR – 4 Marks</li> <li>• Turnover greater than 5 Cr INR – 5 Marks</li> </ul> <p>Or</p> <p>For Start-up India &amp; Cert-In Empanelled Organization- The Bidder must have minimum Average Annual Turnover of Rs. Two Crore in last three financial years (2020-21, 2021-22 &amp; 2022-23).</p> <ul style="list-style-type: none"> <li>• Turnover 2 Cr INR – 3 Marks</li> <li>• Turnover between 2 Cr to 3 Cr INR – 4 Marks</li> <li>• Turnover greater than 3 Cr INR – 5 Marks</li> </ul>	5	Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
3	BIDDER/OEM should have at least 5 years of experience in providing proposed solution offered with respect to Supply,	10	Copy of the Credential Letter or Copy of Purchase order from the client's

	<p>Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification &amp; Classification (DIC) and Web Security Solutions in Scheduled Commercial Bank/RRBs/Public Sector Bank/ Insurance Sector/ Private Bank in India.</p> <p>BIDDER/OEM should have at least 5 years of experience in providing proposed solution offered with respect to Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification &amp; Classification (DIC) and Web Security Solutions in Scheduled Commercial Bank/RRBs/Public Sector Bank/ Private Bank/ Co-Operative Bank* in India.</p> <p>Experience-:</p> <p>Category-1: Scheduled Commercial Bank / RRBs /Public Sector Bank / Private Bank in India.</p> <ul style="list-style-type: none"> <li>• More than 5 years -10 Marks</li> <li>• Between 4 to 5 years -7 Marks</li> <li>• Less than 4 years -5 Marks</li> </ul> <p>Category-2: Co-Operative Bank in India</p> <ul style="list-style-type: none"> <li>• More than 8 years -10 Marks</li> <li>• Between 6 to 8 years-6 Marks</li> <li>• Less than 6 years -4 Marks</li> </ul> <p>Higher marks will be considered if BIDDER/OEM has experience in both category i.e. Category-1 and Category-2</p> <p>*The Co-Operative Bank must have the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India.</p> <p>ii) Total Business of Rs. 25,000 crore or above in</p> <ul style="list-style-type: none"> <li>• (Copy of proof must be enclosed for both Point No i and ii)</li> </ul>		<p>executive and an Undertaking from the Bidder on the Bidder's letter head confirming the implementation along with the contact details of client's representative.</p>
4	<p>CMMI Level</p> <p>CMMI Level 3 - 1 Marks</p> <p>CMMI Level 4 - 2 Marks</p> <p>CMMI Level 5 - 3 Marks</p>	3	Copy of the Certificate
5	<p>Certification:</p> <p>ISO 9001:2015 - 1 Mark</p> <p>ISO 27001 - 1 Mark</p>	2	Copy of the Certificate
	<b>Total</b>	<b>30</b>	

### C. Technical Presentation

Sl. No.	Scoring Parameter	Maximum Score
1	<p>Demonstration / Presentation on proposed solution for Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification &amp; Classification (DIC) and Web Security Solutions - Showcasing Solution Description, Functionality, Architecture &amp; Deployment model covering below major points:</p> <ul style="list-style-type: none"> <li>• Clarification in understanding requirements</li> <li>• Detailed approach &amp; methodology for providing the proposed solution</li> <li>• Project Rollout Plan</li> <li>• Live Demo of Proposed Solution</li> <li>• Coverage of entire details as per scope of work with value add/proposition so as to ensure a complete effective and efficient solution</li> </ul>	30
	<b>Total</b>	<b>30</b>

The following criteria must be adhered to by all bidders, in connection with the **POC**, Product Walkthrough, along with Presentation of the proposed services during the bid selection process.

- At least one senior representative from bidder's organization should be present in the technical presentations.
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same person that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information
- All aspects of requirements in the RFP should be covered in the presentation – e.g., proposed approach, capability to develop industry grade customized products, processes, frame works, diagnostic tools, organizational capabilities, team, governance, continuous development, transition approach etc.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable

**Note:**

1. Group/Parent organization/company experience shall not be considered.
2. Direct orders from end customers or through SI (System Integrator) shall be considered.
3. The technical score will be allotted by Bank to each bidder against each section and will be considered final.

### **Technical Evaluation Criteria-**

ST = Each Technical Proposal will be assigned a Score Technical (ST).

The Bidder with highest marks obtained (TM) in technical evaluation will be given a Score Technical (ST) of 100 points. The score technical (ST) of other proposals will be computed as follows:

$ST = 100 \times TS / TM$ , where TS= marks obtained for Technical Proposal

Based on ST (Score Technical) the bid with highest ST score will be termed as T1. The rest of the Bidders shall be ranked in descending order of ST Score value as T2, T3, T4 and so on.

Score will be considered up to two decimal places. Technical qualified bid will be considered once it scores minimum score technical (ST) of 70% and above, and rest will be technically rejected. Commercial will not be opened for technically dis-qualified bid.

### **4.33 Evaluation of Commercial Bids**

Commercial bids submitted by only those Bidders, who have qualified both pre- qualification and Technical evaluation, will be eligible for further evaluation.

The Commercial Bids of only those Bidders short listed from the Technical Bids by Bank will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders, and the same will be evaluated by Bank.

Bidders will be ranked as per the ascending order of value of their Commercial Bids (As per Section V Commercial Bid Format) as (Least Quoted) LQ1, LQ2, LQ3.....and so on, LQ1 being the lowest Financials.

SF = Each commercial Proposal will be assigned a financial score (SF). The lowest GTV (Grand Total Value) (FM) will be given a financial score (SF-Score Financial)) of 100 points. The financial scores of other proposals will be computed as follows:

**$SF = 100 \times FM / LQ_x (1,2,3...)$ , where  $LQ_x = \text{Amount of Financial Proposal (GTV)}$**

Based on SF (Score Financial) the bid with highest SF score will be termed as L1. The rest of the Bidders shall be ranked in descending order of SF Score value as L2, L3, L4 and so on.

Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic GTV with a view to subverting the tender process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and will not be considered for further evaluation.

### **4.34 Final Bid Evaluation (Techno commercial bid):**

The Combined Final Score contains 70% weightage for technical evaluation and 30% weightage for commercial evaluation. Therefore, combined and final evaluation will be done on the following basis:

Proposals will finally be ranked according to their combined Techno commercial score (TC) based on the below mentioned formula:

$TC = ST \times 0.7 + SF \times 0.3$

Bidders will be ranked basis their Final Techno Commercial Score (TC) i.e. TC1, TC2, TC3...and so on, TC1 being the highest Combined Final Score.

The shortlisted bidder will be declared after thorough evaluation of commercial bid by Bank. During

the evaluation if the Bank finds that the detailed commercial bid is not in order or not complete etc. then Bank will treat his bid as non- viable and same will be rejected, and EMD will be forfeited. In such case the next ranked techno commercial bidder will be considered for further evaluation and so on till a bidder is selected.

If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such bidders for next three years from participating in any THE NAINITAL BANK LTD. tender. In such situation the tendering process will be continued with the remaining bidders as per their ranking.

If the bidder backs out after being declared as selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD., reserves right to blacklist such organization for next three years from participating in any THE NAINITAL BANK LTD., Tender. In such case the detailed commercial bid of next ranked techno commercial bidder will be evaluated,

- a) If the detailed commercial bid is found in order, complete and its GTV is less than the withdrawing bidder, then this bidder will be declared as selected bidder and will provide services at its own quoted rates.
- b) In case the GTV of next ranked techno commercial bidder is higher than the withdrawing bidder, then it should match the detailed commercial bid offered by withdrawing bidder into to.
- c) If next ranked techno commercial bidder also backs out, then the Bank will complete the tender process by following the aforesaid process again for other remaining techno- commercial ranked bidders.

Please note that if, after various rounds of evaluation to shortlist a Bidder in place of defaulting bidder, the Bank does not find any suitable bidder amongst remaining eligible bidders, then the Bank shall be at its liberty to reject or accept the bid of the next ranked techno commercial bidder.

#### **4.35 Bank's Right to Vary Scope of Contract at the time of Award**

The Bank may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause (Clause 4.35) must be asserted within thirty (30) days from the date of the Bidder's receipt of the Bank's changed order.

#### **4.36 Bank's Right to Accept Any Bid and to Reject Any or All Bids**

The Bank reserves the right to accept any bid, and to annul the RFP/Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

#### **4.37 Notification of Award**

Prior to the expiration of the period of bid validity (180 days from last date of bid submission), the Bank will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Agreement/Contract, requiring the successful Bidder to furnish Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the

Work/Purchase Order Value for ensuring contract performance. Thereafter the Bank will notify each unsuccessful Bidder and will return/release its EMD.

#### **4.38 Award of Contract**

There will be only one vendor.

At the same time as the Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Proforma of Contract.

Within 15 days of receipt of the Proforma of Contract, the successful Bidder shall sign and date the Contract and return it to the Bank along with the Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for contract performance as security deposit.

The contract period will be commencing from the date of signing of contract and will be valid for 3 years from the date of Go-Live of "Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions" THE NAINITAL BANK LTD., reserves the right to extend the contract for further period of two years.

Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the Bidder to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required.

Bidder has to agree for honouring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by THE NAINITAL BANK LTD.

If the name of the system/service/process/solution is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to THE NAINITAL BANK LTD., and the obligations with THE NAINITAL BANK LTD. taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.

The above Security Deposit will be in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank. Security Deposit should be valid for the entire contract period of 36 months and renewed for extended period, if required, and thereafter on satisfactory performance and completion of contract, the Security Deposit shall be refunded to the vendor without any interest.

THE NAINITAL BANK LTD., may, at any time, terminate the contract by giving written notice of -30-days to the vendor without any compensation, if the vendor 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 NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, will be invoked.

In case of any expiry of agreement/termination of agreement/ takeover/merger/acquisition/ transfer of ownership of Bidder, the responsibility for smooth transition to the new entity lies with the Bidder at no extra cost. Moreover, Bank will be informed in advance through written notice of likely event of any takeover/merger/acquisition/transfer of ownership of Bidder.

#### **4.39 Placing of Purchase Orders**

Purchase order will be placed on the vendor in hardcopy format for procurement of proposed solution / Hardware / Software / System / Service.

Objection, if any, to the Purchase Order must be reported to the Bank by the vendor within five (5) working days counted from the date of receipt of Purchase Order for modifications, otherwise it shall

be assumed that the vendor has accepted the Purchase Order, in totality.

If the vendor is not able to provide/supply/deploy/operationalize the desired solution/ services/ Hardware / Software / System as defined under Section III Detailed Scope of work within the specified period, the penalty clause will be invoked.

Quantities mentioned in BoQ (Bill of Quantity) are indicative and THE NAINITAL BANK LTD. reserves the right at the time of award of purchase order to increase or decrease the quantity of goods and / or services from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

The decision of THE NAINITAL BANK LTD. shall be final and binding on all the vendors to this document. THE NAINITAL BANK LTD. reserves the right to accept or reject an offer without assigning any reason whatsoever.

#### **4.40 Bank Guarantee for Contract Performance**

Within Fifteen days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in the form of Bank guarantee, favouring BANK valid for a period of 36 months from the date of Signing of Contract in accordance with the Conditions of Agreement/Contract.

Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the Bank Guarantee/Security Deposit in case of exigency, if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

Performance Bank Guarantee as per following schedule:

S.no.	Item	Value
1	Instrument	One single Deposit in the form of Bank Guarantee
2	Validity of Performance Bank Guarantee	Bank Guarantee to be submitted along with the duly stamped and signed contract and should be valid for a period of 36 months from the date of Go-Live of solution offered with respect to Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions In case there is an extension of contract beyond 36 months, Bidder has to provide the BG for that extended period.
3	Amount-	10% of Purchase Order value

#### **4.41 Confidentiality of the Document**

The RFP Document to be submitted by bidder is confidential and the Bidder shall ensure that anything contained in RFP Document shall not be disclosed in any manner, whatsoever.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the Bank and Associates. The bidder shall ensure that its own employees or the employees/firm(s) engaged/hired by him shall maintain full confidentiality of the entire information. Disclosure, reproduction, transmission of this RFP, any amendment to the RFP, any specifications, plan, drawing, pattern, sample data or any part of the aforementioned information to parties not directly involved in providing the services requested could result in disqualification of bidder, premature termination of the contract or legal action against the bidder for breach of trust.

No media release/public announcement or any other reference to the RFP or any programme

thereunder shall be made without written consent of the Bank. Reproduction of the RFP or any other written document without written consent of the Bank by Photographic, electronic or other means is strictly prohibited. The Successful bidder will be required to sign a Confidentiality and non-disclosure agreement with Bank.

#### **4.42 RFP Related Condition**

The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this tender. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any major litigation/arbitration that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Bank, the Bank shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder and claim damages before the court of law, resulting from such rejection/termination as the case may be.

#### **4.43 Rejection Criteria**

Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

##### **4.43.1 General Rejection Criteria**

- Bids submitted without or improper EMD and/or Application Money or relevant exemption proof.
- Bids submitted without proposed solution features fees and NDA document in original. (Refer Point 7.11 for Non-Disclosure Agreement Format).
- Bids received through Telex /Telegraphic / Fax/E-Mail will not be considered for evaluation.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions.
- Bids received by the Bank after the last date and scheduled time for receipt of bids as prescribed by the Bank.
- Bids without letter of authorization and without any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

##### **4.43.2 Technical Rejection Criteria**

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the RFP Documents, corrigendum/addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the material technical requirement by way of functionality, specifications and General Terms and conditions as stated in the RFP Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services.
- If the bid does not confirm to the timelines indicated in the bid.
- Bidder not scoring minimum marks as mentioned in Tender
- Bidder not confirming the Details of Hardware and Operating System Requirement (Refer Point 7.1 of Bid Submission Format).



#### 4.43.3 Commercial Rejection Criteria

- Incomplete Financial Bid
- Financial Bids that do not conform to the Tender's Financial bid format.
- The total price quoted by the Bidder does not clarify regarding all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the commercial bid calculations the Bank shall rectify the same at its discretion. If the Bidder does not accept the correction of the errors, its bid may be rejected.
- 

### 5. Section III: Detailed Scope of Work

The Bidder shall provide a complete solution which considers the business requirements of the Bank. The proposed solution is expected to integrate data sources as per the requirement and develop the RBI reports and other identified reports. The Bidder is responsible for the RFP to comply the requirements and addendum & corrigendum issued thereafter. The Bank assumes no responsibility for assumptions or judgments made by the Bidder for proposing and implementing the solution. In the event the proposed solution fails to meet as per SLA and the scope and objective of the RFP (and addendums), the Bidder will have to upgrade, modify, or replace the proposed solution at no additional cost to the Bank.

The Bidder is completely responsible for any supplies and services which might not have been specifically mentioned in this RFP but are necessary for installation, testing, security, commissioning, compliance, performance, integration with existing software solution of the Bank, operations, maintenance, or completeness of the order, shall be made available by the Bidder as per the time schedule for smooth and efficient operation and maintenance of the system. The Bidder shall take all corrective measures arising out of discrepancies, error, omission, and other information as mentioned above within the time schedule and without extra cost to the Bank.

The Bidder shall provide the detailed design and features of the proposed solution and shall share a detailed project plan. The plan needs to cover the UAT release plan of individual features in a phased manner so that there should not be any delay in the mutually agreed timelines. Before each UAT release the detailed onsite knowledge transfer needs to be completed by the Bidder. After successful completion of all UAT phases, the application will be moved into production with all features after completing all necessary audits. The application needs to be complied with all audit findings by Bank's empaneled auditor, who is assigned the task of conducting the security audits. The Bank intends the vendor appointed under the RFP shall have single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

#### 5.1 Broad Outlines of Scope of Work

The proposed solution should meet the technical requirements as stated below:

##### **Technical Requirements for Data Leakage Prevention Solution**

###### **a. Email DLP**

- The solution should be able to block outbound emails sent via SMTP if it violates the policy without an agent.
- The solution should support Email DLP deployment on Microsoft Azure/Google Cloud/ On-prem for Office 365/G-Suite

###### **b. Endpoint Data Monitoring & Protection**

- The solution should have pre-defined applications and multiple application groups and allow each application/application group to monitor operations like cut/Copy, Paste, File Access and Screen Capture or Download.
- The endpoint solution should have capabilities to monitor applications and ensure unauthorized applications do not have access to sensitive files.
- The solution should be able to monitor data copied to network file shares and should enforce structured and unstructured fingerprint policies even when disconnected from corporate network.
- The solution should be able to monitor sensitive content accessed by cloud storage applications on the endpoint and prevent sensitive data from uploading to the cloud storage applications e.g. OneDrive, Dropbox, google drive etc.
- The Endpoint DLP Solution must be able to encrypt data when business classified data is sent to removable media drives.
- The solution should support the multiple Endpoint Profile Creation for the Better Security between the different departments.

**c. Automated Response & Incident Management**

- The solution should be able to alert and notify the sender, sender's manager and the policy owner whenever there is a policy violation, Different notification templates for different audience should be possible.
- The incident should include a clear indication of how the transmission or file violated policy (not just which policy was violated), including clear identification of which content triggered the match.
- The solution should provide automatic notification to incident managers when a new incident is assigned to them.

**d. Role Based Access and Privacy Control**

- The system should create separate roles for technical administration of servers, user administration, policy creation and editing, incident remediation, and incident viewing for data at rest, in motion, or at the endpoint.
- The system should allow incident managers and administrators to use their Active directory credentials to login into the console.
- The system should allow incident managers and administrators to use their Active directory credentials to login into the console.

**e. Reporting and Analytics**

- The solution should have a dashboard view designed to provide information about data in motion (network), data at rest (storage), data at the endpoint (endpoint), incidents etc.
- The solution should have the option of sending email reports and allow automatic schedule of reports to identified recipients.
- The reports should be exported to at least CSV/ xlsx, PDF / HTML formats.
- The system should have lots of pre-defined reports which administrators can leverage.
- The solution should provide statistical analysis by use of machine learning or other statistical methods such as Bayesian analysis to provide incident grouping, anomaly detection, and impact assessment, allows you to gain much better visibility and facilitate fast triage of DLP incidents.

**f. Integrations**

- The solution should provide flexibility to send user logs to SIEM, syslog server, text file, as per the need.

- The system should have the ability to integrate to Active directory to enable administrators to use their Active directory credentials to login into the console.

#### **g. Auditing and reporting**

- The solution should provide a built-in dashboard for reviewing data discovery scanning results for user activity, and data inventory.
- The solution should integrate with third-party tools to provide meaningful reports on user activity and deployment using REST API.
- The solution should provide a pre-built starter set of reports and Views and documentation to enable customers to write their own reports.

#### **h. Information protection**

- The solution should support functionality to check recipients marked in an email and alert/prevent the user from sending the mail if external recipients are marked. Example: An email containing internally classified document as attachment should be prevented from being sent if external recipients are marked in that mail. The user should also get an alert for the same.
- The solution should allow for precise management of policy actions, including the automated classification based on machine learning within the policy framework.
- The solution should possess the capability to recognize data such as Aadhaar numbers, Passport numbers, and Credit/Debit card information for automated categorization. This capability can be inherent within the system, or it should allow the definition of regular expressions for this purpose.
- The solution should have the capability to detect classification between an email and its attachments and block the email from being sent.
- The solution should support the ability to natively allow password to protect/encrypt sensitive files by throwing a pop-up whenever user is trying to share confidential file to authorized recipients.
- The solution should provide the ability to warn/prevent users from downgrading or changing a classification.
- The solution should provide the ability to prevent printing of sensitive email or Office documents based on classification to specific printers natively.
- The solution should provide advanced control over email via policies that evaluate content, recipients, sender, classification, filenames, file size, and other attributes.
- The solution should support the ability to restrict email based on sender. For example, one user may be authorized to send sensitive information externally, but others are not allowed to do this. The policy decision may be based on the sender's email/name, /AD attributes.
- The solution should support policy combinations to enable more advanced use cases, such as checking whether a document is having regulatory data, and then blocking an unauthorized user from sending the document as an attachment in mail.
- The solution should support multiple classification labels/taxonomy as per policies and provide suggestions to users based on AI/ML.
- The solution should provide the ability to evaluate the number of instances of sensitive data within a document, and then apply the appropriate policy
- The solution should provide the native ability to restrict users from sending non-classified email attachments (i.e. attachments without classification).
- The solution should be able to label/classify the documents in Headers/Footers with a preselection capability for either header or footer or both.
- The solution should be able to provide logs on the reclassification of documents and central logging level.

<b>Product Description</b>	<b>Units</b>
DLP Endpoint & Network Protection, Web Security and Data Classification for 1500 User License with Three Year Support	1
DLP Resource for One Year	1
Software for Setting up the DLP	1

## **5.2 Reports**

- RBI/NPCI and other regulatory reports as per present and future requirement of the Bank without any extra cost
- The reports generation must support view/ download in multiple formats like excel, pdf, csv, text, xml etc. The report formats may change as per the requirements of RBI/NPCI /Other regulator/statutory bodies and Bank for its own use, such reports to be provided at no additional cost to Bank.
- The report should contain a graphical representation (Charts/Graphs etc.) of the data for better understanding.
- Bidder shall also provide required data for any investigation purpose in a time bound manner.

## **5.3 Sizing of Hardware and Software**

The Bidder must submit the hardware specification document covering exhaustive list of all hardware items including security devices, software items (like OS, DB etc.) with their configurations to the Bank for implementing the proposed solution in accordance with the requirements of the proposed solution. The sizing should be done keeping in mind the fact that the application will be used by the Bank for a period of -3- year (extendable further for 2 years at Bank's discretion). The Bank reserves the right to procure the same from the Bidder or from an open market.

The necessary details regarding hardware and supporting software specifications (including the licenses required or open source software free wares if any) to be submitted at the time of bid submission. The hardware/related software suggested by Bidder should be in accordance with the regulator specifications or the specification defined by other statutory authorities.

Bidder should specify the configurations including the core, memory and the storage required along with any other specific configurations for VM/Physical Server. The Bidder shall specify the suitable hardware and supporting software which shall deliver the best throughput and performance considering the present volumes and the sizing proposed. However, the shortlisted Bidder will assist Bank in below tasks related to hardware:

- Install the proposed solution on the hardware infra as recommended by the Bidder.
- Recommend any enhancements/upgrades to the hardware and the software installed on same, to ensure that the application functions as required.
- Support Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required
- Support Bank team to ensure maintenance activities that are carried out as and when required.
- Assist Bank team in ensuring compliance to various guidelines issued by RBI, other regulatory bodies, government etc.
- For sizing, the following information shall be taken into consideration but should not be limited to. The increase in the account count will be considered on 25% YOY basis.

#### **5.4 Software Lifecycle**

Proposed solution should follow Software Development Life Cycle (SDLC) processes for data integration, MIS, data quality, cross functional analytical requirements of the Bank and should be as per ISO Standards.

#### **5.5 Facility Management**

The Bidder has to provide onsite (Haldwani, Uttarakhand) one (1) resources for facility management services from the period commencing from date of execution of Purchase order by both parties till six months from the date of Go-Live (preparation / foundation period) for integration, implementation, support, sustenance phases etc. The Bank presumes the cost of onsite resource will be provided under **7.8 Commercial Bid Format**.

In case the above resources need to be replaced, the Bidder will use all reasonable endeavors to replace such individual(s) promptly by other sufficiently skilled, qualified, and experienced person(s) at no extra cost to the Bank. Bidder shall be solely responsible for acts and omissions of the said resource. In event of any loss, of whatsoever nature, is caused to the Bank due to acts and omission of said resource, the bidder shall compensate the Bank to extent of such loss.

Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

#### **5.6 Training**

Comprehensive training covering all aspects of proposed solution including all Functional and Technical aspects to be provided to all the identified Bank's staff. The Bidder will have to provide mandatory training for administrative users as per the scope of work, at no extra cost, during the entire contract period. This will include technical training, super user training, Log analysis & Monitoring and training materials (both soft copy and hard copy). The bidder shall provide the Bank with all necessary documentations, self-learning materials etc. containing entire information regarding the solution. It is the duty of bidder to keep the Bank updated of changes in solution and its process, if any, and the same should also be incorporated in the training manual/document. The training for the first batch of Bank staff/employees should be completed before go-live date and for the remaining batches, the Bank will decide the schedule after confirming with the Bidder. The Bidder should provide the entire training to Bank employees without any extra cost.

#### **5.7 Manuals/ documentation**

Project Documents, User Manuals and Technical manuals are to be provided for all the functionalities/modules/tools proposed for the solution separately. All works related to the assignment handled are to be well documented and will form the part of deliverables. They should be delivered both in hard copy and soft copy at the end of each stage.

#### **5.8 Implementation scope**

- Data integration from multiple operational source systems.
- Database Modelling.
- Implement security policy for data to be displayed on reports.
- Exact replica of the proposed solution to be deployed for Disaster Recovery (DR) site.
- The Bidder would provide the sizing of the Hardware, OS, Security Devices, Database, any other components required for implementation of the project.

## **5.9 Detail Design**

- Database design - Source to target mapping/Reports - design workflows for approval.
- Build & Testing - Install proposed software solution and configure servers in Production environments, UAT and DR set up.
- Implement Designed Proposed Solution.
- Develop Unit, Integration and User Acceptance Test cases.
- Data archival for analytical purpose.
- Knowledge transition to Support team.
- Data backup shall be done as per data backup and retention policy of the Bank.

## **5.10 Proposed Solution and Approach**

Bidder is expected to provide their Approach and methodology for the implementation of project but not limited to the following

- Overall Implementation Methodology (Objectives of Phases, deliverables at each phase, etc.)
- Methodology for performing business design for quality control and testing of configured system.
- Methodology of internal acceptance and review mechanism for deliverables by the Bidder.
- Proposed Acceptance Criteria for deliverables.
- Methodology and approach along with proposed tools and processes which will be followed by the Bidder during project implementation.

To carry out the development of the above-mentioned components, successful Bidder will be responsible for the following activities and will approach the engagement in this fashion:

- Successful Bidder will work with business team to understand detailed requirements, understand application in the scope of this project.
- Bidder will prepare Functional specifications and conceptual design that will be reviewed and signed-off by the Bank. Based on these documents, Bidder will prepare detailed design and document the same for Database model and report (User Interface).
- Bank will review the design documents and provide signoffs.
- Bidder to Develop / Build integrations, DB model and reports as per the design for the agreed scope.
- Bank to review code and provide signoff. Bidder to fix code that is non-compliant with standards.
- Bidder will conduct performance tests throughout the period of TCO on quarterly basis. Based on the results, performance issues if any will be fixed by the Bidder. Bank may also conduct audit of the project through third party multiple times during the period of TCO and any observations observed thereof will be fixed by the Bidder within the prescribed timeframe.
- Bidder will perform Unit testing, SIT testing and fix any defects found during testing.
- Bidder to prepare configuration and deployment guide.
- Bank to provide sign off to move the code to production.
- Bidder to deploy code for production go-live.
- Bidder to ensure system should support the Policy of the bank. Data backup shall be done as per data backup and retention policy of the Bank.
- Bidder to provide training to users as and when required by the bank.
- The Bidder shall be responsible for providing the bank users with the requisite training material in both soft and hard copies. The onus of preparing and providing the training material to bank users will be on the Bidder.
- Bidder to provide 1 Year of Warranty starting from the Go-Live date and 4 Years of ATS after the completion of warranty period.
- In the event of system breakdown or failures at any stage, protection available shall be specified which would include the following:
  - Diagnostic for identification
  - Protection of data entered
  - Recovery / restart facilities
  - Backup facilities

- Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge any such information to any third party or other units without the consent of the Bank.

### 5.11 **Project Deliverables**

The following would be the deliverables that would be required to be submitted during project implementation phases.

<b>Phase</b>	<b>Project Specific Deliverables</b>
Requirements and Analysis	Project Charter, Project Architecture and Project Plan. As Is report and Gap Assessment Report. Business Requirement (BR) Document. Functional Specification Document. Change Management Plan. Risk and Quality management plan.
Design	Detailed features and design document for Reports (UI). Data Modelling. Test plan. Data mapping between source and target. Roles and Responsibility of deployed team members.
Build	Install software and configure software. Application coding (Database and reports). Test cases for Unit testing. Test cases for Integration testing. Test cases for user acceptance testing. Application demonstrations. Configuration guide.
GO Live Stage	Deployment of proposed solution on DC. Production deployment guide. Provide standard operating procedure document to the users. Exact replica of the proposed solution to be deployed for Disaster Recovery (DR) site. Disaster Recovery Plan. Weekly Progress Report. Final Go Live.
Post Go-Live	Production support guide. SOP for all functionalities of the proposed solution. Training to users as per Bank's requirement along with Training materials. Knowledge Transition to Support team, Fix defects identified during warranty period Business Continuity Plan (BCP) & Escalation Matrix.
ATS	Annual Maintenance Contract with on-site support for 2 years after expiry of 1-year warranty period.

## 5.12 Quality Assurance

Quality assurance program to be followed for the execution of the contract will be as under:

- The secure SDLC process shall be adopted for configuration customization and the software in line with PCI DSS by adoptions.
- Whenever major enhancements are carried out they should be done after vulnerability Assessment on Applications.
- UAT: Both operational staff of the Successful Bidder and users of the Nainital Bank Ltd shall test the System and ensure that the same meets the agreed specification before it is transferred to production (if applicable). Test criteria shall be developed and agreed prior to commencement of User Acceptance Test. Errors shall be documented and rectified.
- A set of Support and Maintenance procedures shall be implemented and maintained as follows:
  - **Compliance of Service Level Agreement:** To monitor the performance operational activities on periodical basis.
  - **Issue Management:** To record all day to day operational issues for timely resolution.
  - **Change Management:** To record all new requirements to track changes and configuration of system and to ensure that changes are made in a secured manner.
  - **Incident Management:** To record all incidents and escalate to respective teams based on escalation matrix to do root cause analysis for corrective action.
  - **Log Management:** To log and track all operational activities to prevent security flaws.
  - **Project Management:** To establish a steering committee to guide the project and resolve issues and disputes between Successful Bidder and Bank.
  - The Successful Bidder shall conduct an Annual Onsite Audit of its Systems & Personnel with regard to SLA conformance.



### 5.13 Technical and Functional Specifications

In this stage, the evaluation of Technical specifications would be made as per the method described hereunder: -

#### • RCN TABLE

Response/Scale	Description	Marks
R	Standardized, this scale indicates that this feature is a standard feature of the solution.	5
C	Customization required. Vendor will provide the customization with the stipulated date of the phased rollout	3
N	Unavailable. Functionality is not available and will not be provided by the Bidder.	0

### **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
	<b>TECHNICAL SPECIFICATION</b>		
<b>1.</b>	<b>Network Data &amp; Cloud Monitoring and Prevention</b>		
1.1	The solution should detect and prevent content getting posted or uploaded to specific websites, blogs, and forums accessed over HTTP, HTTPS. The solution should be able to enforce policies by URL's, domains or URL categories either natively or by integrated Web Security solution. The solution should be able to monitor FTP traffic including fully correlating transferred control information and should be able to monitor IM traffic even if its tunnelled over HTTP protocol.		
1.2	The bidder to sure the proposed DLP Solution OEM's should provide proxy solution for content inspection natively and also make sure they seem less and centralized deployment for DLP and URL filtering(proxy)		
1.3	The solution should be able to block outbound emails sent via SMTP if its violates the policy		
1.4	The proposed solution work as a MTA to receive mails from mail server and inspect content before delivering mails to next hop and should quarantine emails that are in violation of company policy.		
1.5	The solution should be able to prevent content getting posted or uploaded to destinations (Web, Email domains etc.). The gateways protecting the email and web traffic should be hardware based provided by the OEM.		
1.6	The solution should support Email DLP in Microsoft Azure/on prem for G-suite. All licenses required for the same should be included and management should be from the same centralized management platform		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
1.7	The solution should be able to identify data leaked in the form unknown and known encrypted format like password protected word document. The solution should be able to identify malicious traffic pattern generated by Malware infected PC in order to prevent future data leakage by the malware. The solution should support quarantine as an action for email policy violations and should allow the sender's manager to review the mail and provide permissions for him to release the mail without logging into the UI		
1.8	The DLP solution should be able extend the policies to the known public sanctioned cloud applications with a license upgrade in future for the application data risk.		
<b>2.</b>	<b>Endpoint Data Monitoring &amp; Protection</b>		
2.1	The solution should have more than 50 pre-defined applications and multiple application groups and allow each application/application group to monitor operations like Cut/Copy, Paste, File Access and Screen Capture or Download. Also solution should have the capability to define the third party application. The solution should be able to define the policies for the inside and out of office endpoint machines. The endpoint solution should have capabilities to monitor applications and ensure unauthorized applications do not have access to sensitive files. The endpoint solution should be able to perform discovery only when the endpoint is connected to external power or Machine is Idle.		
2.3	The solution should be able to monitor data copied to network file shares and should enforce structured and unstructured fingerprint policies even when disconnected from corporate network. The endpoint would be able to store both structured and unstructured fingerprints on the endpoint itself and should perform all analysis locally and not contact and network components to reduce WAN overheads. The solution should be able to enforce different policies for desktops and laptops.		
2.4	The solution should Provide "Cloud Storage Applications" group which monitor sensitive content accessed by these cloud storage application on the endpoint and prevent sensitive data from uploading to the cloud. For Example (Should support from day 1(Windows 10,11 and MAC OSX ) -Amazon Cloud Drive, Box, Dropbox, Google Drive, SkyDrive, iCloud.		
2.5	The endpoint solution should Blocking of non-Windows CD/DVD burners, it should also Inspect and optionally block Explorer writes to WPD class devices. The endpoint solution should encrypt information copied to		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
	removable media. It Should support both Native and Portable Encryption and manage the Encryption and DLP policies from the same management Console.		
2.6	Endpoint solution should support win 32 and 64 bit OS, Mac & Windows OS, Support wide variety of platforms (Below support from Day1):Windows 8, Windows 8.1, and 10, Windows server 2012 R2, Windows server 2016, Windows server 2019, Mac OS X -10.14.X,10.15.x,11.x VDI ( Citrix and VMWare)		
2.7	The solution should Support PrtSc blocking on endpoint when configurable list of specific application is running, no matter it is in the foreground or background. The actual PrtSc capture will also be submitted to the DLP system as forensic evidence.		
2.8	The solution should have ability to detect cumulative malware information leaks. The solution should able to detect the data leaks over to competitors and the data sent and uploaded after the office hours predefined patterns. The solution should able to detect and Block the sensitive information uploads to Group of P2P software :- Bit Tornado, Bit torrent, eMule and eMuleFrostWire		
2.9	The Endpoint DLP Solution must be able to encrypt data when business classified data is sent to removable media drives. The encryption solution can be built in or 3rd party solution needs to be factored to meet the requirement		
2.10	The Proposed Endpoint DLP Solution must be able to apply DLP policies to Microsoft RMS encrypted files on Windows endpoints to have better understanding of how RMS is being used by employees to protect sensitive data.		
2.11	Endpoint must support the following operations on sensitive data that your DLP endpoint can address: <ul style="list-style-type: none"> <li>• Copy and paste controls (i.e., clipboard activities)</li> <li>• Control of printing to local or network printers</li> <li>• Save content to different locations, including saving to: <ul style="list-style-type: none"> <li>• Local folders</li> <li>• Remote file shares</li> <li>• Removable drives attached to an endpoint system, such as USB drives</li> <li>• Saving to cloud storage locations</li> </ul> </li> </ul>		
2.12	The solution should support the multiple Endpoint Profile Creation for the Better Security between the different departments. Encryption Keys are also should be isolated between the different departments. The endpoint installed should have the capability to create		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
	the Bypass ID after validation by the administrator by generating the Passcode.		
<b>3.</b>	<b>Data Identification &amp; Policy Management</b>		
3.1	The solution should have a comprehensive list of pre-defined policies and templates with over 1700+ patterns to identify and classify information pertaining to different industry like Energy, Petroleum industry vertical etc. and India IT Act.		
3.2	The solution should provide capabilities to identify data based on keywords or dictionaries and the solution should be able to enforce policies based on file types, size of files and also the name of the file		
3.3	The solution should be able to detect and block encrypted and password protected files without reading the encrypted content.		
3.4	The solution should be able to do full binary fingerprint of files and also should be able to detect even if partial information gets leaks from fingerprinted files or folders		
3.5	The solution should be able to recursively inspect the content of compressed archives		
3.6	The solution should be able to fingerprint only specific fields or columns within a database and should be able to identify information from databases by correlating information residing in different columns in a database		
3.7	The solution support the print content to detect data leaks over print channel.		
3.8	The Solution should have advanced Machine Learning – Ability to automatically learn sensitive information from copies of information that needs to be protected and also automatically learn false positives.		
3.9	The solution should enforce policies to detect low and slow data leaks		
3.10	The solution should be able to enforce policies to detect data leaks even through image files through OCR technology.		
3.11	The solution should be able to identify data leaked in the form unknown and known encrypted format like password protected word document		
3.12	The solution should be able to identify and block malicious activity like data thefts through files encrypted using non-standard algorithms.		
3.13	The Proposed DLP Solution must be GDPR Compliant with each state PII information		
3.14	The proposed DLP Solution must be able to detect Data Classification Labels applied by Data Classification partners by reading metadata as well as custom header analysis.		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
3.15	DLP Solution must have data Identification, classification integration and also the integration with Data classification tools such as Bolden James , Titus , AIP to import classification labels into the DLP system and to correct the mistakenly classified labels in DLP discovery as per the DLP defined policies		
3.16	The solution should support the templates for detecting the Deep Web Urls-. i2P and. Onion, Encrypted attachments to competitors, Password Dissemination, User Traffic over time, Unknown Encrypted File Formats Detection. The solution should support detection of PKCS #12 files (.p12, .pfx) that are commonly used to bundle a private key with its X.509 certificate.		
<b>4.</b>	<b>Automated Response &amp; Incident Management</b>		
4.1	The solution should be able to alert and notify sender, sender's manager and the policy owner whenever there is a policy violation, Different notification templates for different audience should be possible.		
4.2	The solution should support quarantine as an action for email policy violations and should allow the sender's manager to review the mail and provide permissions for him to release the mail without logging into the UI		
4.3	The incident should include a clear indication of how the transmission or file violated policy (not just which policy was violated), including clear identification of which content triggered the match and should allow opening of original attachment directly from the UI		
4.4	The incident should display the complete identity of the sender (Full name, Business unit, manager name etc.) and destination of transmission for all network and endpoint channels. The solution should also allow assigning of incidents to a specific incident manager		
4.5	The solution should provide automatic notification to incident managers when a new incident is assigned to them and the incident should not allowed for deletion even by the product administrator		
4.6	The solution should allow a specific incident manager to manage incidents of specific policy violation, specific user groups etc.		
4.7	The solution should have options for managing and remediating incidents through email by providing incident management options within the in the notification email itself.		
<b>5.</b>	<b>Role Based Access and Privacy Control</b>		
5.1	The system should control incident access based on role and policy violated. The system should also allow a role		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
	creation for not having rights to view the identity of the user and the forensics of the incident		
5.2	The system should create separate roles for technical administration of servers, user administration, policy creation and editing, incident remediation, and incident viewing for data at rest, in motion, or at the endpoint		
5.3	The system should allow a role only to view incidents but not manage or remediate them		
5.4	The system should have options to create a role to see summary reports, trend reports and high-level metrics without the ability to see individual incidents		
5.5	The system should allow incident managers and administrators to use their Active directory credentials to login into the console		
<b>6.</b>	<b>Reporting and Analytics</b>		
6.1	The solution should have a dashboard view designed for use by executives that can combine information from data in motion (network), data at rest (storage), and data at the endpoint (endpoint) in a single view along with Single management for managing policies for DLP, Anti-spam and URL filtering(proxy).		
6.2	The system should allow reports to be mailed directly from the UI and should allow automatic schedule of reports to identified recipients		
6.3	The reports should be exported to at least PDF/ HTML formats.		
6.4	The system should provide options to save specific reports as favourites for reuse		
6.4	The system should have lots of pre-defined reports which administrators can leverage		
6.5	The proposed solution should provide Incident Workflow capabilities where user/Business Manager can remediate the DLP policy violations actions from handsets/emails without logging into the Management Console		
6.6	The DLP Solution must provide visibility into Broken Business process. For ex:-if unsecured sensitive content is sent daily from several users to a business partner, the users are probably not aware that they are doing something wrong.		
6.7	The Proposed DLP engine must performs a post-processing incident grouping step to avoid displaying related incidents in different cases. All incidents from the same user that have the same classification are combined into a group and DLP case card.		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
6.8	The DLP solution should support as an API be able to provide the risk adaptive based protection by dynamically calling the action plan based on the Risk.		
6.9	The DLP dashboard must display the number of cases in the designated period that fall above the risk score threshold that you've selected. Risk score thresholds must be customizable and instantly produce a report to prioritize the cases from high-to-low risk levels by leveraging analytics or machine learning technologies.		
<b>7.</b>	<b>Storage (Data at rest)</b>		
7.1	The system should allow automatic movement or relocation of file, delete files during discovery		
7.2	The system should display the original file location and policy match details for files found to violate policy		
7.3	The system should leave the "last accessed" attribute of scanned files unchanged so as not to disrupt enterprise backup processes		
7.4	The system should support incremental scanning during discovery to reduce volumes of data to be scanned.		
7.5	The OEM should have own technical support centre in India.		
7.6	The OEM should be present in India for more than 10 years and large customer reference		
7.7	The OEM should be listed in Gartner Peer Insight with 4.1 and above on rating of more than 300 reviews. Make & Model (Specify the model no.)		
<b>FUNCTIONAL SPECIFICATION</b>			
1	The solution should have complete license for web security, URL Filtering, Content Control inspection, Antivirus, SSL, and content inspection should be built in solution for user base from the first day in same appliance. The Solution should intercept user requests for web destinations (HTTP, HTTPS and FTP) for web security, Critical & Sensitive data upload, Data Exfiltration and in-line AV scanning.		
2	The solution should provide proxy, caching, on box known malware inspection, content filtering, SSL inspection, protocol filtering and inline AV in block mode on the same Appliance, with the visibility to provide the sanctioned and unsanctioned application visibility and control.		
3	Proposed solution should be able to inspect malicious information leaks even over SSL by decrypting SSL natively. Solution should also provide the decryption bypass to be done for the privacy categories. The solution should provide the information protection and		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
	data exfiltration based on the 1700+ predefined templates and also the flexibility to define the policies based on the data type , with specific categories and geo location.		
4	The solution should also be able to cover the information exfiltration over the Web , with the Destination Awareness.		
5	Solution should provide the visibility and protection for the information leaks over the encrypted uploads and password protected files over HTTP/HTTPs. Solution must support Multi language support 30+ also should be there for the extraction of textual from the images. The solution should be able to do machine learning and full binary fingerprint of files and also should be able to detect even if partial information gets leaks from fingerprinted information.		
6	The solution should provide the SSL offloading capability within the appliance and can be decrypted within the box and support up to 1000 users from day 1 and scalable up to 3000 users during the contract period based on the license upgrade. It should have at least 32GB RAM with minimum 4 x 10/100/1000 Base-T interfaces and future Scalability to have minimum 2x10G interfaces. It should have minimum 900 GB useable space in RAID configuration with Dual Power supply. The Appliance should be covered under 24x7 warranty for RMA.		
7	The Solution should be designed for user base request to server in active-active mode with the appliances, managed through centralized management console on server platform		
8	The solution should provide a Web UI to manage Internet usage policies, it should also support delegated administration and reporting capabilities so different roles can be created to manage policies and view reports.		
9	The solution should be capable of dynamically blocking a legitimate website which has become infected and unblock the site in real time when the threat has been removed for security categories and vulnerabilities. The solution should have ability to block anonymizer sites or proxy avoidance tools. Below mentioned tools should be blocked from first day and should be provided in default protocol database Ghost surf, Google web accelerator, Hoopster, Jap, Real tunnel, Socks online, Toonel, Tor, Your freedom.		
10	The solution should have an application program interface (API) provided to create categories and populate them with URLs and IP addresses for use in policy enforcement. The solution should also support all		



## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
	decrypted HTTPS traffic to a physical network interface to allows a trusted service device to inspect and analyse the decrypted data for its own purpose, without adding extra decryption products.		
11	The solution should support credential caching (for transparent and explicit proxy) to reduce load on domain controllers. Also it should support Integrated Windows Authentication (IWA) with Captive Portal authentication.		
12	The propose solution should be appliance based. Solution should provide the details and reports for the data exfiltration happening in the password and encrypted files uploads over the web.		
13	Solution vendor should ensure to provide below mentioned security categories from day 1 with automatic database updates for security categories-Advanced malware command and control, Advanced malware payloads, Bot networks, Compromised websites, key loggers, Phishing and other frauds, Spywares.		
14	The solution should have at least 40+ million websites in its URL filtering database and' should have pre-defined URL categories and application protocols along with YouTube, Facebook, X (Formerly Twitter) and linked-in controls. Solution vendor should ensure that 120+ predefined categories &150+ pre- defined protocols should be available on product from day-1. Also in-addition solution should have ability to configure custom categories for organization.		
15	The solution should have partnerships or third party inputs for web threat ratings from Virus total or similar threat feed		
16	The solution must detect and block outbound Botnet and Trojan malware communications. The solution must log and provide detailed information on the originating system sufficient to enable identification of infected units for mitigation		
17	The solution should provide, expanded Internet access for off-site users in real-time for the Hybrid Offsite Roaming user with the same policy and incident management.		
18	The solution should support same policy enforcement in real time policy sync for users even when they access Internet outside the corporate network, this should be enforced through the same proxy agent (not VPN or Mobility client) deployment on roaming endpoints. Agent should support both PAC based and PAC-Less agent & Roaming user traffic should not be filtered from in house proxy		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
19	The agent on the roaming user machines should be tamperproof, for example, the agent cannot be uninstalled by the user even with admin rights to the system or the user cannot stop the services. The solution should allow off-site users to access URLs that would otherwise be blocked means to exclude roaming users from certain policy restrictions, giving them wider Internet access when not in the office. If this functionality requires additional license, then bidder should quote the same from day1 for total users.		
20	The solution should have cloud application usage and associated risk visibility and blocking the malicious cloud app. Solution should also provide the details of via particular cloud app is risky and also provide the flexibility to enable the managed application visibility and control.		
21	multiple categories more than 15. This includes the ability to allow, block, log, and assign quota time for IM, P2P, and streaming media and solution should provide at least below mentioned security categories as below <b>RIGHT FROM FIRST DAY</b> . The solution should apply security policy to more than 100 protocols in:		
	1) Advanced Malware Command and Control category		
	2) Advanced Malware payload detection category		
	3) Malicious embedded links and iframe detection category		
	4) Mobile malware category		
	5) Key logger and Spyware category		
	6) P2P software database from day 1 to control/block the below P2P protocols.		
22	The solution should filter out embedded objectionable or unproductive content, this includes examination of the source server, URL, page content, and active content. The solution should have functionality to control web 2.0 and real time content categorization.		
23	The solution should have granular control over popular social web applications like Facebook, Linked in, Twitter, YouTube, and others. The solution should have social control Video UPLOADS to Facebook and YouTube applications		
24	The solution must provide below mentioned categories or similar to functionally for Facebook control from day 1 Facebook Posting: Facebook function that enables a user to share a post, status or link, Facebook		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
	Commenting, Facebook Friends, Facebook Photo Upload, Facebook Mail, Facebook Events, Facebook Apps, Facebook Chat, Facebook Questions, Facebook Video Upload, Facebook Groups etc.		
25	The solution should provide geo-location awareness for security incidents. The solution should provide inbuilt capability malicious content of password and unknown encryption files.		
26	The solution should be able to manage the complete solution through centralized management and reporting console which should be software or appliance based. Threat Dashboard feature should also be there to analyse the security risk of all the users participating the C&C and malware communication.		
27	The solution should support to have capability to differentiate between educational and entertainment videos through default categories and should have separate default categories for the same		
28	The solution should have authentication options for administration, the specific permissions available depend on the type of administrator and Administrator activity is logged and available for auditing or troubleshooting.		
29	The solution should have authentication options for users/groups, It should supports authentication of users via Integrated Windows Authentication (Kerberos), NTLM (NTLM v1 and v2 in Session Security), and LDAP.		
30	The solution should have support of multiple domains, the administrators can specify the sequence (Domain controllers checked first, second, next, etc.) used to authenticate users who login from different locations.		
31	The solution should have Multi-Domain authentication to allow the admin to create rules that authenticate against multiple domain controllers in a sequence		
32	The solution should support real time graphical and chart based dashboard for the summary of web filtering activities. The solution should pre-built report templates which the administrator can use for generating reports.		
33	The solution should be able to consolidate reports from multiple boxes for centralized logging and reporting. The solution should provide detailed information on security incidents to comprehensively investigate individual threat events		
34	The solution should be integrated to third-party SIEM applications like AISAAC-TM, syslog/CEF (Arc Sight),syslog key-value pairs (Splunk and others), syslog LEEF (QRadar), and Custom.		

## **TECHNICAL AND FUNCTIONAL SPECIFICATION TABLE:**

Sr. No.	Particulars	Response (R/C/N)	Bidder's Remark
35	The solution should provide native system health monitoring, alerting and troubleshooting capabilities. The solution should provide reports based on hits, and bandwidth.		
36	The Solution should have inbuilt reporting feature like real time monitoring, reporting templates and investigation drill down report. The solution should have reporting on the user agent strings of applications to provide details on application usage and version details including browser version reports.		
37	The solution must provide malware, anti-virus, anti-bot etc. scanning through in-built AV scanning engine in appliance also Solution should provide on cloud APT (apt feature should be enabled through license upgrade as required), Advanced threat protection capabilities over web channel with sandboxing functionality enabled through license upgrade.		
38	The solution should support Client Certificate Authentication (Content Gateway) Certificate authentication for use with mobile and other personal devices.		
39	The solution should support advance malware detection through Sandboxing either on premise or on cloud for advance threat detection with license upgrade in future.		
40	The solution should have capabilities to automatically deliver reports based on schedule to selected recipients. The solution should support custom report creation in Excel and PDF.		
41	The solution should support configuring scheduled automatic backup of system configuration. The solution should support automatic download of available patches or fixes		
42	The bidder should configure Virtual machine for log management and reporting. Hardware Infrastructure/Server for setting up VM will be provided by Bank Any License or application required to run Enterprise level log management and reporting will be in the scope of the bidder. Log retention capability of the License deployed for reporter server should be at least 03 months.		

### **5.14. COMPLIANCE TABLE**

S.No.	Requirement	Compliance
<b>1.</b>	<b>GENERAL</b>	
1.1	Ability to select classification with a single button	

1.2	Ability to Classifying documents on creation	
1.3	Ability to choose more than one classification value (multiple selections or Hierarchy)	
1.4	Ability to instant application of document protection policies with classification written into the metadata of the document	
1.5	Users can be prompted to classify by a pop up dialogue box	
1.6	Assisted labelling guiding the user through classification choices to ensure valid selections	
<b>2.</b>	<b>USER GUIDANCE AND CONTROLS</b>	
2.1	Ability to Classify based on the Confidentiality Levels	
2.2	Ability to have a default classification or suggested classification	
2.3	Ability for users classify based on the Regulations	
2.4	Classification is completely customizable to the organization's needs and policies	
2.5	Classification can be managed in the Classification Agent either in Expert Mode or through the Configuration Wizard.	
2.6	Ability to provide multiple Classification Permissions	
2.7	Ability to insert the classification labels in the Headers, Footers and Watermarks	
2.8	Solution should provide end users with AI suggestions to ensure correct classification and protection of the document	
2.9	Solution should gathers information about data classification, access rights, and how users are accessing data for further analytics and insight	
2.10	Solution should provide Reports on user activity from endpoints	
2.11	Should have Enforcement / Warning for Print of Documents	
2.12	Should have Enforcement / Warning for Print of emails	
2.13	Solution should have levels of actions Force, Warn, Log & Ignore classification	
2.14	Solution should provide the rules and policies to enforce around saving the documents and emails	
<b>3.</b>	<b>APPLYING CLASSIFICATION MARKINGS TO A FILE</b>	
3.1	Apply a marking to the header of a file	
3.2	Apply a marking to the footer of a file	
3.3	Apply a watermark to a file	
3.4	Apply persistent metadata to a file	
3.5	Solution out of Classification written into the metadata of the document can be customized to organization	
3.6	Visible markings can be customized so they don't affect templates, existing content, structure or branding	
<b>4.</b>	<b>CLASSIFICATION INTEGRATION WITH EMAIL</b>	
4.1	Classification can be applied in MS Outlook	

4.2	Solution should provide Enforcement / Warning for Send	
4.3	Solution should allow to set distribution lists that are used to define a dissemination control to put limitations on the distribution of intelligence	
4.4	When an email is classified, the recipients and originator are checked automatically on sending to ensure they are appropriate - e.g. to prevent an email marked 'internal' going to an external domain	
4.5	Classification be applied automatically based on attributes such as whether all email recipients internal, or a certain number of recipients are included	
4.6	Solution to checks the sensitivity of the email attachments and has ability to enforce classification of unclassified attachments	
4.7	Allows users to lower the classification level of a classified document - activity is logged in the Agent Report	
4.8	Solution should provide policies Depending on job-title or which department a user is employed.	
4.9	Configurable max no of recipients per classification	
4.10	Solution Classification carries over the classification applied to emails when you reply or forward your emails	
4.11	Solution should allow to define users who can send and share classified information	
4.12	Each rule can be overwritten with a custom behavior, i.e. customer black list, custom visual labels with AI	
4.13	Apply markings in the subject of an email as either prefix or appended	
4.14	Classification can change the importance or sensitivity of an email	
<b>5.</b>	<b>SUPPORTED FORMATS</b>	
5.1	Solution Classification should be integrated as a Plugin to MS Office apps as well as Windows Explorer and Finder	
5.2	Solution to support Explorer to classify files (jpg, jpeg, png, bmp, gif others)	
5.3	Solution should support Explorer to classify files (html, htm)	
5.4	Solution to support classify AUTOCAD files (DWG and DXF) and Visio Files	
5.5	Solution should allow to set fonts in the visual labels	
5.6	Solution should allow to set various multiple fonts in the visual labels	
5.7	Solution allows to set sizes in the visual labels	
5.8	Solution allows to set title page visual labels and/or to all pages	
5.9	Solution allows to set multiple colors in the visual labels	
<b>6.</b>	<b>PROTECTING THE METADATA FROM USER MODIFICATION</b>	
6.1	Metadata is persistent - any removed metadata is re-applied when the file is saved, printed or emailed	
6.2	Agent is Tamper Proof	
6.3	Solution Agent should managed from the central management console	

6.4	Details of the user who classified the file are logged	
6.5	If an user is allowed to change classification, this change will be logged	
6.6	Classification should support the Windows and Mac	
<b>7.</b>	<b>AI BASED POLICIES</b>	
7.1	Solution should classifies files with ML/AI and patterns	
7.2	Solution should classifies emails with ML/AI and patterns	
7.3	Policies can be tailored with a large range of attributes - for example Active Directory attributes	
7.4	No limit to the number of policies that can be created	
7.5	Classification can be mandated	
<b>8.</b>	<b>REPORTING</b>	
8.1	All classification actions are logged	
8.2	Registered event log can be accessed for investigation or auditing purposes	
8.3	Events can be forwarded to the Classifier Reporting Database or any 3rd party reporting and analytics solutions	
8.4	A dedicated reporting solution is available	
8.5	Reporting can be customized	
8.6	Dashboards can be configured to reflect important information from the event log	
<b>9.</b>	<b>INFRASTRUCTURE AND CAPABILITY</b>	
9.1	Policies do not require large configuration files	
9.2	Has minimal infrastructure demand e.g. does not require database technology, and policies can be distributed by file	
9.3	Multiple site deployments are supported	
9.4	Works offline, so will not stop employees being able to work	
<b>10.</b>	<b>TECHNOLOGY INTEGRATIONS</b>	
10.1	Interoperability with Data Loss Prevention Solutions	
10.2	Interoperability with Data Discovery (Governance)	
10.3	Interoperability with monitoring, reporting and analytics solutions	
10.4	Integrate with the DLP solution from same OEM.	

The Bidder is completely responsible for the proposed solution to meet the scope and objective of the RFP and all addendum & corrigendum issued thereafter. The bank assumes no responsibility for assumptions made by the Bidder. In the event the proposed solution fails to meet the SLA service levels and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the strategy of services at no additional cost to the bank.

#### 6. IV General Conditions of Contract and Service Levels Agreement

- **Quality:** Material/solution not confirming to given specifications will be rejected & it will be replaced by the vendor, free of cost. The material/solution must be as per the detailed specifications listed out in RFP document and shall be as per standard engineering practice, relevant IS/ Imitational code of practice, and shall be as per the Specifications as mentioned in RFP Document.

- **Statutory Laws:** Vendor shall abide by all applicable rules and regulations regarding taxes, duties, labor etc., which are in force and from time to time enforced by the Government of India, also registration, labor laws, payments, ESIC, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly.
- **Confidential Information:** All information exchanged between the parties will be confidential. If the implementation project requires disclosure of, or receipt of, confidential information, such disclosure or receipt will be made with mutual agreement and may be with a separately executed MoU / Non-Disclosure agreement with Vendor by the Bank.
- **Extra Deviated Items:** Any extra item like variation in quantity, deviated item should be executed only after getting the appropriate approvals with written confirmation, from the bank. At the time of submitting the invoice, all the documentary evidence of appropriate approvals for Extra / deviated Items / Variation in Quantities should be attached. Payments will not be made without scrutiny of aforesaid approvals.
- **Force Majure:** Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or Pande materially, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.
- **Arbitration:** The Bank and the Bidder shall make every effort to resolve amicably, by direct negotiation between the respective Designated Officials of the bank and the Bidder, any disagreement or dispute arising between them under or in connection with the RFP and or contract thereafter.

If the designated official of the Bank and the Bidder are unable to resolve the dispute within -30- days from the commencement of such informal negotiations, they shall immediately escalate the dispute to their Senior Authorized Personal.

If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in, Nainital Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The right to appoint arbitrator shall lie with the bank only.

- **Jurisdiction:** The Jurisdiction for all disputes will be in the city of Nainital (Uttarakhand), India.
- **Safety:** All the safety codes and the preventive measures for this type of work shall be strictly followed. In case of any mishap which causes injury, disability or death of any personnel and staff either on site or offsite during or after the duration of the project due to negligence of the staff of the vendor, shall be sole responsibility of vendor, this shall not be responsibility of Bank in any case. No Claims in this regards shall be paid by Bank.

#### **6.1 Term and Extension of the Contract**

The term of this Contract will commence from the date of signing of contract/agreement and will be valid for a period of Three (3) years which will be computed from the date of Go-Live of proposed solution. Apart from above said 3 years' term, both Bank and Bidder shall also be governed by the terms of the said agreement for the term of preparation period i.e. the period between date of signing of agreement till date of go-live of solution. The contract is extendable further for two (2) years solely at the option of Bank.



The Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 6 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 Bank's discretion.

During extended period of two years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for On-premises services, AMC & Manpower shall remain same as given for 3rd Year.

Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Bank shall either appoint an alternative service provider or create its own infrastructure to operate such Services as are provided under this RFP. In such scenario, the terms and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower shall remain same as given for 3rd Year.

### **Warranty**

a) The warranty of 12 Months shall start from the date of Go- Live Date of the proposed solution. Any defects / bugs noticed in the migrated/implemented applications shall be reworked and / or replaced by the Bidder / Vendor with defect-free components free-of-cost.

b) Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the Contract period, free of cost. The warranty period would start after live implementation\*

(\*Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank).

c) Bidder should setup one centralized L2 Support at Bank Site till the completion of warranty period as mentioned above. The Bank has a right to interview and reject resources deployed by the Bidder.

### **6.2 Termination of the Contract**

- The process of Termination of Contract along with invocation of Bank guarantee would done on following grounds: The Successful Bidder fails to execute the work or any part thereof in accordance with the contract.
- If abandonment of the work or any part thereof by the Successful Bidder. In such circumstance bank guarantee shall be invoked by Bank.
- If the progress made by the Successful Bidder is found to be unsatisfactory.
- Failure to deposit the performance bank guarantee asked for under the contract.
- In the event of commencement of liquidation or winding-up (whether voluntary or compulsory) of the Successful Bidder or appointment of a receiver or manager of any of the Successful Bidder's assets and/or insolvency of the Successful Bidder.
- Distress, execution, or other legal processes being levied on or upon any of the Successful Bidder's goods and / or assets.
- If the Successful Bidder assigns or attempt to assign his interest or any part thereof in the contract.
- Delay in operationalizing /customizing the service beyond the specified period; or
- Any other reason which in the judgment of Bank does warrants termination of contract proceedings.
- If the Bidder is unable to improve services/performance to the satisfaction of the Bank within the notice period, the contract may be terminated after completion of the notice period. Upon termination of the contract, Bank may recover losses incurred by it if any on account of non-performance by the Bidder by invocation of and from the proceeds of Performance Bank Guarantee submitted by the Bidder. Without prejudice to available remedies, in case, the amount of Performance Bank Guarantee is not sufficient to meet the recoverable amount, then the Bank shall recover the same from bidder from any mode including arbitration/ other options available

to the Bank at the cost and expense of the bidder.

- Under Termination/Expire of the Agreement / during shifting of the services to a new agency, the Successful Bidder shall continue to provide services and extend the necessary help smooth switch over and necessary training to Bank staff.
- If the Successful Bidder wants to terminate the Agreement at least six months' notice will be required in advance, failing which Bank guarantee would be invoked. The Successful Bidder would be liable for any cost/damages the Bank incurs/suffers on account of such action on the part of the Successful Bidder.
- If the Agreement is terminated by the Bank, the Bank would be entitled to enforce the Bank Guarantee and Bank shall also be entitled to get back the infrastructure & hardware provided by the Bank if any after settling Successful Bidder's dues in full, any termination of the contract from the bank's side may also be accompanied by a de-facto blacklisting of the vendor.

### **6.3 Exit Management**

In event of termination and/or completion of term of the agreement, the following points will have to be followed before final termination of services, provided the Bank invokes the exit management clause in writing:

- The Service Provider shall not immediately delete any data and cease to provide the services to the Bank without the express approval of the Bank.
- The Service Provider shall provide the Bank or its nominated agency with an exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying transitioning services.
- Transition of data from existing solution provided by Service Provider to the solution provided by new Service Provider/bank. Service Provider shall be supporting in transition to new service provider/bank and extra scope shall be taken as change request by service provider on chargeable basis on a mutual agreeable rates.
- Migration from the Service Provider environment to the new service provider's environment. This activity shall be taken as change request by Service Provider on chargeable basis on a mutual agreeable rate.
- In case the service provider terminates the agreement prior to the completion of term OR service provider decides to provide services from new environment / location during contract period. In such circumstances the Bank shall not be liable to pay any charges towards such transition / migration activities.
- Service Provider shall carry out the migration of the data, content and any other asset to the new environment identified by the Bank to enable successful deployment and running of the services desired by the Bank in the new environment. The format/manner in which the data shall be transmitted from the Service Provider software solution to the new environment, if possible, shall be identified by the Bank to ease and enhance portability. This activity shall be taken as change request by Service Provider on chargeable basis on mutual agreeable rates.
- Service Provider shall ensure that all the documentation required by the Bank for smooth transition are kept up to date and all such documentation is handed over to the Bank during regular intervals as well as during the exit management process.
- Service Provider shall transfer to the Bank the Physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords and instructions for use and operation of security controls developed during the term to support the delivery of the Exit Management Services.
- Service Provider shall carry out following key activities including but not limited to, as part of the knowledge transfer:
  - a. Preparing documents to explain design and characteristics
  - b. Carrying out joint operations of key activities or services
  - c. Briefing sessions on processes and documenting processes
  - d. Sharing the logs, any other requirement of the Bank etc.

- Service Provider shall transfer/ share know-how relating to operation and maintenance of the service, solution, software etc.
- Each Party shall forthwith handover all the Confidential Information, documents, statements, reports, and all other related material of the other Party in its possession to an authorized official of the other Party.
- Bank will not pay anything for the migration of services and data to Service Provider's nominated agency.
- Post successful migration of services and data to Bank/Bank's duly nominated agency, Service Provider will provide a duly signed certificate that entire Bank's data has been deleted from its systems and it is not in possession of any data and information pertaining to Bank. Without prejudice to any other right under the law and otherwise, please note that the Bank will not provide sign-off to the Service Provider without receiving this certificate.
- Post sign-off provided by Bank for successful migration of services and data to its duly nominated agency the Parties shall immediately cease to represent each other or operate under the Agreements and not hold itself in any way as the representative of the other Party and refrain from any action that would or may indicate any other relationship.

#### **6.4 Security and Audit**

- The process and proposed solution deployed by the Successful Bidder will be installed in the Bank's premises/network and has to abide by the information security policy, procedure and guidelines.
- The process & proposed solution will be subject to audit by Bank Appointed Software Audit firm/in house team. All audit points raised by the Audit team should be complied with by the selected Bidder without any extra charge and within the stipulated time frame decided between the Bank and the successful Bidder.
- Successful Bidder may have to get them processes audited by independent auditors if so asked by Bank/ Bank's Auditors; cost of which will be borne by the Bidder.

#### **6.5 Prices**

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. However, if there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to The Nainital Bank Ltd.

#### **6.6 Payment Terms**

Bank shall be entitled to the write off /set off against and deduct and recover from the charges and any other sums payable by the Service Provider to the Bank at any time, any tax, levy and any other amount whatsoever which may be required to be deducted by order of any court/ authority under any law now existent or which may come into existence during then currency of the engagement as also any and all amounts which may be or become payable by the service provider to the bank under this Agreement or pursuant thereto, provided however that the Bank will give the service provider a notice of not less than 10 days prior to making of any set-off, deduction or recovery (other than a set-off. deduction or recovery made in accordance with any law or required to be made under any law or made pursuant to any order of a court or other authority) against or from the aforesaid charges/sums lying with the Bank.

#### **6.7 Payment Schedule**

The payment would be disbursed on completion of each milestone as mentioned in table below. The milestone-based pay-out percentages are defined in the table below:

Milestone #	Deliverables	% pay-out
1	On delivery of application software/license along	40%

	with licence keys & copy of licence to the Bank	
2	First installation of proposed solution on Bank's infrastructure	30%
3	Successful GO-LIVE of the proposed solution	30%

Annual AMC/ATS Charges shall be payable quarterly in advance on successful GO-LIVE of the solution, after deduction of penalties (if any) of the preceding quarter.

The Vendor's request(s) for payment shall be made to "The Nainital Bank Ltd." in writing (Invoice) accompanied by Service Level Requirements compliance reports for which payment is being claimed. All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task. Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value.

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the particulars mentioned in the commercial bid format.

All Payments shall be made in **Indian Rupees Only** and shall be released by the Bank against the invoices raised by bidder within 30 calendar days given all the relevant documents are submitted timely and are complete in all reference.

**Note:**

- All payments will be made through electronic mode only.
- Payments should be subject to deductions of any amount for which the Bidder is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Income-Tax Act.
- No advance payment will be made.

**6.8 Service Level Agreement & Targets**

The selected vendor has to sign a detailed SLA before the issuance of Purchase Order. The SLA will be defined by the Bank and will be based on:

- The solution offered by the vendor in response to the bid.
- The SLA will be binding on the vendor for the entire period of term of contract.
- The Penalty clause shall be defined in SLA.
- The scope of the RFP and any amendment done in the RFP before submission of the bid.
- The proposed solution offered by the vendor in response to the bid.
- Selected vendor is obliged to provide additional infrastructure free of cost at any stage of the TCO period, if it was found that requirement & standards intended by the Bank in RFP is not being fulfilled.
- The SLA will be binding on the vendor for the entire period of 5(3+2) Years i.e. term of contract as defined in this RFP.
- Bidder should provide facility of call (issue) logging through telephone, e-mail, web portal, etc., along with details furnished by the bank for any issue to the Onsite Facility Management.
- The Bidder must provide performance reports to the Bank at quarterly intervals which will be used by Bank for determining the penalty.
- The Bidder must submit call wise details to Bank monthly during SIT, UAT before GO-LIVE and any issue raised thereafter.
- SLA will be based on the resolution time of the issues raised by the Bank during SIT, UAT

phases before GO-LIVE and any issue raised as detailed below:

Parameter	Duration for resolution	Penalty
"Resolution Time", means time taken by the vendor staff to troubleshoot and fix the problem from the time the issue has been raised by the Bank till the time the problem has been fixed	<= 72 hours	No penalty
"Resolution Time", means time taken by the vendor staff to troubleshoot and fix the problem from the time the issue has been raised by the Bank till the time the problem has been fixed.	> 72 hours	Rs.1000 for every 24 hours of delay on an incremental basis for every unresolved issue

• **Penalty for non-availability of deployed onsite support:** The Bidder must deploy onsite support during SIT, UAT, till 6 months from the date of Go-Live. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. During such permitted period of leave, the Bidder will ensure that work is not hampered i.e. the issues raised by Bank are resolved within the time period as mentioned in pt. above. However, if the issue remains unresolved then Bank reserves the right to levy a penalty of Rs. 1500/- per day of absence of deployed resource in addition to the penalty if applicable as above.

• The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% for each day of non-completion beyond the quoted timeframe of cost quoted for the same Change Request, with a maximum up of 30% of total cost quoted for the same Change Request.

- Any penalties due to non-adherence of the above SLA before GO-LIVE will be made in the next payment of implementation & integration cost.
- Any penalties due to non-adherence of the above SLA after GO-LIVE will be made in the next payment of AMC of next quarter.
- The Bidder would be responsible for ensuring that the exercise is as per the Implementation plan. In case the Bidder fails to commission the software/ proposed solution on time, then the Bidder would need to make alternative arrangements at no extra cost to the Bank.

### 6.9. Penalty

The critical performance parameters shall be tracked on a regular basis to evaluate the Solution's performance. Performance measurement reports (system generated) monthly or at a frequency as desired by Bank shall be provided by the Bidder. The Bidder will assist Bank for performing Availability & Performance measurements and / or checking the correctness of the said report. Penalty would be levied if the cumulative additional time / over utilization / delay, etc. under each specified measurement category, in a particular month or at a frequency as desired by Bank breaches the minimum service level. Service Level shall be measured before and after Go Live Date till completion of contract period. Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank because of such review or any new business/ IT Services requirements. Penalties if any, as defined in SLA, shall be adjusted in the payment of a quarter AMC. Balance penalties, if any, shall be levied in the payment for the subsequent quarter.

## 7. Section V – Bid Submission Format

### 7.1 Bidder Profile

S.No	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Organization / PSU / PSE / partnership firm under Partnership Act /Company (Public Ltd/ Pvt. Ltd)/Firm/LLP etc.	
4.	Details of Incorporation of the Company/Firm	
5.	Details of Commencement of Business	
6.	GST registration no.	
7.	a. Permanent Account Number (PAN)& b. TAN c. CIN	
8.	Name & Designation of the authorized contact person to whom all references correspondence shall be made regarding this tender.	
9.	Telephone No. (with STD Code) a) Landline b) Mobile	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	
13.	Details of NEFT/RTGS transaction details (if Application Money, Fees for proposed solution features, and EMD are credited to Bank through electronic mode).	

14.	Details of account wherein the EMD amount is to be returned if the EMD is sent through NEFT / RTGS.	The following details are to be submitted: Account Name - Account Number - IFSC Code - Bank Name - Branch Name -		
<b>FINANCIAL DETAILS (AS PER AUDITED BALANCE SHEETS) (IN CR)</b>				
	<b>Year</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
15.	Net Worth			
16.	Turn Over (Total)			
17.	Turn Over (from Indian Operations)			
18.	Turn Over (from data centre operations)			
19.	Profit After Tax (PAT)			
20.	Net Profit			

**7.2 Manufacturer Authorization Format**

*(This letter should be on the letterhead of the OEM/ Manufacturer duly signed by an authorized signatory)*

To,  
The Chief Operating Officer  
Nainital Bank Ltd  
Head Office  
Mallital, Nainital -263001 (Uttarakhand)

Madam/Dear Sir,  
Ref: - RFP no **NTB/ISC/DLP/2024/04/021** dated ....., for solution for Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions.

We ..... (Name of the OEM) who are established and reputable manufacturers / developers of ..... having factories / offices at .....and .....do hereby authorize M/s ..... (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you to Supply, Installation and Maintenance of ..... for providing/ supply of ..... manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the 3-year contract period (further extendable for 2 years) as per terms and conditions of the RFP.

We assure you that in the event of M/s .....not being able to fulfil its obligation in respect of the terms defined in the RFP then ..... (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Dated this ..... by ..... 2024.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address

Email and Phone #



**7.2.1 Undertaking by OEM as Bidder (Applicable when OEM is the Bidder)**

**Undertaking by OEM as Bidder**

*(This letter should be on the letterhead of the OEM / Manufacturer duly signed by an authorized signatory)*

To,  
The Chief Operating Officer  
Nainital Bank Ltd  
Head Office  
Mallital, Nainital-263001 (Uttarakhand)

Madam/Dear Sir,

Ref: - RFP no **NTB/ISC/DLP/2024/04/021** dated ....., for Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions.

We,..... (Name of the OEM) having our registered office at, are an established and reputable manufacturer / developers of..... for above mentioned Request for Proposal.

We confirm that we are participating in the RFP as a Bidder.

Our full support is extended to Bank in all aspects of supply, on-site warranty, maintenance and subscription of..... We assure to provide the service support for the supplied ..... for the 3-year contract period (further extendable for 2 years) from date of issuance of supply / installation as per RFP terms. We also assure that our on-site service support would be available to Bank on 24x7 basis. We assure that the quoted items (.....) would NOT be declared End of Life during the 3-year contract period (further extendable for 2 years). In case such a condition arises, we assure to replace such items with items of equivalent or better specifications without any financial implication to Bank.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

### 7.3 Declaration for Non-Blacklisting

#### **UNDERTAKING FOR NON- BLACKLISTED**

#### **To be provided on letter head of the Bidder's Company**

To,  
The Chief Operating Officer  
Nainital Bank Limited  
Head Office  
Mallital, Nainital-263001 (Uttarakhand)

Madam/Dear Sir,

#### **Reg.: RFP Reference No:**

We M/s \_\_\_\_\_, a company incorporated under the companies' act, 1956/2013 with its headquarters at \_\_\_\_\_, do hereby confirm that we have not been blacklisted/ debarred by the Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) or Private Banks or Financial Institutions in India during last 3 years.

This declaration is being submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,  
Yours faithfully,

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

#### 7.4 Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To,  
The Chief Operating Officer  
Nainital Bank Limited  
Head Office  
Mallital, Nainital-263001 (Uttarakhand)

Madam/Sir,  
**Reg.: RFP Reference No: NTB/ISC/DLP/2024/04/021**

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Dated this.....by..... 2024.

Yours faithfully,

Authorized Signatory  
Name:  
Designation:  
Bidder's Corporate Name  
Address  
Email and Phone #

**7.5 Undertaking by the bidder (To be included in Technical & Commercial Bid Envelope)**

**To be provided on letter head of the Bidder's Company**

To,  
The Chief Operating Officer  
Nainital Bank Limited  
Head Office  
Mallital, Nainital-263001 (Uttarakhand)

Madam/Sir,

**Reg.: RFP Reference No: NTB/ISC/DLP/2024/04/021.**

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

**7.6 Undertaking for Price Validity & Acceptance of all terms & conditions of RFP**

**To be provided on letter head of the Bidder's Company**

To,  
The Chief Operating Officer  
Nainital Bank Limited  
Head Office  
Mallital, Nainital-263001 (Uttarakhand)

Madam/Sir,

**Reg.: RFP Reference No: NTB/ISC/DLP/2024/04/021**

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order. If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## 7.7 Undertaking for No Deviation

### **To be provided on letter head of the Bidder's Company**

To,  
The Chief Operating Officer  
Nainital Bank Limited  
Head Office  
Mallital, Nainital-263001 (Uttarakhand)

Madam/Sir,

#### **Reg.: RFP Reference No:**

Further to our proposal .....Date & Time, in response to the Request for Proposal (Bank's RFP Ref. No NTB/ISC/DLP/2024/04/021 **hereinafter** referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## 7.8 Commercial Bid Format

To be provided on letter head of the Bidder's Company

To,  
The Chief Operating Officer  
Nainital Bank Limited  
Head Office  
Mallital, Nainital-263001 (Uttarakhand)

Madam/Sir,

**Reg.: RFP Reference No: NTB/ISC/DLP/2024/04/021**

Further to our proposal..... (Date & Time), in response to the Request for Proposal (Bank's RFP Ref. No **hereinafter** referred to as "RFP") issued by Bank, we herewith submit the commercial bid (fees) for assignment proposed by the Bank as Auditor.

Product Description	Units
Cost of SITC of Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions for 1500 User License with One Year Support	1
Cost of One DLP Resource for One Year	1

The cost of Resource to be indicated in table below, for Bank's Reference. However, the said cost will not be considered while commercial evaluation:

Sr. No.	Personnel Designation	Cost Per Month	
		Onsite	Offsite
1	L1		
2	L2		
3	L3		
4	Any Other		

### Terms & Conditions:

- The price indicated above shall be inclusive of all charges and no separate charges shall be paid by the bank.
- The Commercial Offer should be given in the above format only.
- All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- The prices quoted by the bidder shall be exclusives of all applicable taxes i.e. GST (SGST, CGST & IGST). GST will be paid on actual on production of original invoice.
- The rate should be valid for term of contract
- Payment shall be done as per schedule mentioned under point 6.7 of this RFP.
- TDS as applicable shall be deducted at source.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address

## 7.9 NEFT Details

To be provided on letter head of the Bidder's Company

To,  
The Chief Operating Officer  
Nainital Bank Limited  
Head Office  
Mallital, Nainital-263001 (Uttarakhand)

Madam/Sir,  
**Reg.: RFP Reference No: NTB/ISC/DLP/2024/04/021**

Further to our proposal ..... Date & Time, in response to the Request for Proposal (Bank's RFP Ref. No **NTB/ISC/DLP/2024/04/021** hereinafter referred to as "RFP") issued by Bank, we herewith submit the NEFT details for sending Application Money / EMD pertaining to this RFP. (Submit Separate details of each NEFT)

1. Account Number of Sender - Please mention the account name from which NEFT is sent pertaining to Application Money / EMD.
2. Date.....Date & Time of sending NEFT.
3. Bank Name – Name of Bank from which NEFT sent.
4. Transaction Number - Transaction / UTR number generated after sending the NEFT
5. Amount-Rupees ..... (In Rs.) – Amount of NEFT sent.

Yours faithfully,

Authorized Signatory  
Name:  
Designation:  
Bidder's Corporate Name  
Address



### 7.10 Details of Hardware & Operating System Requirement

The Bidder must specify complete details of Hardware and other systems required for successful implementation of the offered solution, in the following format.

<b>S. No</b>	<b>Item</b>	<b>Item Description</b>	<b>Requirement *</b>	<b>Quantity</b>
<b>1.</b>	<b>Hardware</b>			
<b>2.</b>	<b>Operating System</b>			
<b>3.</b>	<b>Database</b>			
<b>4.</b>	<b>Storage and Backup Solution</b>			
<b>5.</b>	<b>Reporting Application (If Any)</b>			
<b>6.</b>	<b>Other Item (If Any)</b>			

Note:

\*Please mention Make / Model (if any), type and number of processors, Memory, bus speed, hard disk & Operating System number of users, license type, version etc.

## 7.11 Non-Disclosure Agreement

**(To be submitted by all Bidders for availing the proposed features for Supply, Installation, Implementation, Integration, Training and Maintenance of Data Leakage Prevention (DLP), Data Identification & Classification (DIC) and Web Security Solutions**

(TO BE STAMPED AS AN AGREEMENT AS APPLICABLE TO STATE OF UTTARAKHAND)

This NON-DISCLOSURE AGREEMENT (“NDA”) is made at Nainital this \_\_\_\_\_ day of \_\_\_\_\_ 2024

BY AND BETWEEN

**THE NAINITAL BANK LTD**, a public limited Banking Company incorporated under the Companies Act, 1956 (now the Companies Act, 2013) having its Registered Office at G.B. Pant Road, Nainital and its Head Office at Seven Oaks Building, Mallital, Nainital (CIN No. U65923UR1922PLC000234) (hereinafter referred to as the “**Bank**” which expression shall mean and include its legal representatives, successors-in-interest and permitted assigns) and represented herein by its authorized signatory, of the **ONE PART**.

**AND**

\_\_\_\_\_ a company incorporated under the Indian Companies Act 2013, having \_\_\_\_\_ its \_\_\_\_\_ registered \_\_\_\_\_ office at \_\_\_\_\_, INDIA (CIN No. **U65923UR1922PLC000234**) (hereinafter referred to as the “Bidder” which expression shall mean and include its legal representatives, successors-in-interest and permitted assigns) and represented herein by its authorized signatory, of the **OTHER PART**;

Bank and Bidder are hereinafter individually referred to as the “Party” and collectively as the “Parties”, as the context may require in this Agreement.

### **RECITALS**

WHEREAS:

Bank pursuant to its working relationship which has been or may be established, with the Bidder, anticipate that it may have to disclose or deliver certain documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental sub-systems, (collectively, “Proprietary Information”); and which may be accessible / available to the Bidder.

WHEREAS, Bank desires to ensure that the confidentiality of any Proprietary Information is maintained, during the tenure of the NDA (contract) and thereafter;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, both the parties intending to be legally bound, Bank and Bidder hereby agree as follows:

#### **1- CONFIDENTIAL INFORMATION**

1. All Bank’s product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or

come to the knowledge of the Bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that the Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by the Bidder of its obligations.

2. The Bidder shall not make or retain any copies or record of any Confidential Information submitted by Bank other than as may be required for the performance of the Bidder with due notification to this effect to the Bank.
3. The Bidder shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
4. The Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also the Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates. Bidder shall, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any oral or written information which may contain, hold or bear confidential information or disclose the information submitted by Bank under any other Agreement to any third part unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.
6. Bidder shall not disclose the name of the Bank, or the existence, nature or substance of any agreement, relationship and/or negotiations between Bank and the Bidder, in any publicity material or other communications to any third parties without the prior permission of Bank.
7. However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:
  - i)* Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
  - ii)* Prior to the disclosure by Bank was known to or in the possession of the Bidder at the time of disclosure;
  - iii)* Was disclosed or parted with the prior consent of Bank;
  - iv)* Was acquired by the Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Bank.
8. The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

9. In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforce in India.

## **2- PROPRIETARY RIGHTS**

Title to all documents, process details, any other information which is having intellectual property rights received by Bidder from Bank, including all Proprietary Information, shall remain at all times the sole property of Bank, and this Agreement shall not be construed to grant to Bidder any patents, licenses or similar rights to such property and Proprietary Information disclosed to Bidder hereunder.

## **3- INDEMNITY**

3.1 The Bidder hereby agrees to indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Bidder and /or its employees and shall immediately reimburse and pay to Bank on demand all damages, loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.

3.2 The Bidder acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Bank for which monetary damages may be difficult to ascertain or an inadequate remedy. The Bidder therefore agrees that the Bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

3.3 In event, the Bank arrives to the conclusion that the bidder has disclosed the confidential information in breach of NDA, the Bank will appropriate the EMD deposited by the bidder along with the RFP apart from other available remedies of seeking compensation from the bidder.

## **4- TERMINATION AND SURVIVAL**

4.1 The terms of this Agreement shall be for twelve months unless terminated by Bank with thirty days' prior written notice to Bidder, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.

4.2 Unless Bank otherwise agree in writing, Bidder duty to protect Confidential Information expires one year from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall remain confidential forever or until such time when the Bidder no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

## **5- GOVERNING LAW AND JURISDICTION:**

The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by Bank. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under.

The place of Arbitration shall be at Nainital. The language of arbitration shall be English and the courts at Nainital shall have the exclusive jurisdiction to try any matters arising from this Agreement.

## **6- SEVERABILITY**

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

**7- NO LIABILITY**

Bidder understands and agrees that neither Bank nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability whatsoever to Bidder or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

**8- MISCELLANEOUS**

**8.1** No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

**8.2** This Agreement is in addition to any prior written agreement between Bank and Bidder relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.

**8.3** This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by Bank and Bidder.

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

<b>Signed by, for &amp; on Behalf of the Nainital Bank Ltd through</b>	<b>Signed by, for &amp; on Behalf of Bidder</b>
<b>Designation:</b>	<b>Designation :</b>
<b>IN THE PRESENCE OF</b>	<b>IN THE PRESENCE OF</b>
<b>Designation:</b>	<b>Designation :</b>
<b>Date:</b>	
<b>Place :</b>	

**---End of Document---**