

Important Dates

| # | Particulars | Timeline |
|---|--|---|
| 5 | Last Date of Submission of RFP Response (Closing Date) | 3.00 PM on 17 th September, 2021 Mode: Online URL: https://www.tenderwizard.com/BOB |
| 6 | Eligibility Cum Technical Bid Opening Date | 3:30 PM on 17 th September, 2021 Mode: Online URL: https://www.tenderwizard.com/BOB |

Addendum to following Annexure

1. Annexure 02 –Evaluation Terms
2. Annexure 11 – Project Details Scope of Work

All other Terms & Conditions are same as per our RFP for Supply, Implementation and Support of Anti DDos in Premise Solution Ref no. BCC:IT:PROC:113:32 dated 11th August, 2021.

Annexure 02 –Evaluation Terms

1. Evaluation process

A two stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Eligibility Cum Technical Bid
- ▶ Stage 2 – Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

A. Eligibility Bid Evaluation

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

| S. No | Eligibility Criteria | Complied (Yes/No) | Supporting Documents Required |
|----------|--|-------------------|--|
| A | General | | |
| 1 | The Bidder or Bidder's parent company (in case bidder is wholly owned subsidiary of the parent company) must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years. | | (Documentary Proof to be attached (Certificate of Incorporation). In case bidder is wholly owned subsidiary then bidder need to provide the CA certificate showing that the line of business hived off from parent company) |
| 2 | Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 st April 2020 till date. | | Letter of confirmation from Bidder. |
| 3 | The Bidder/OEM is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder/OEM is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith. | | Undertaking as per Annexure 03 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder& OSD\ OEM) |

| S. No | Eligibility Criteria | Complied (Yes/No) | Supporting Documents Required |
|----------|--|-------------------|---|
| 4 | The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process. | | Letter of confirmation from Bidder. |
| 5 | The 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 by the Bidder. | | Letter of confirmation from Bidder. |
| B | Financial | | |
| 1 | The Bidder or Bidder's parent company (in case bidder is wholly owned subsidiary of the parent company) must have registered a turnover of Rs. 100 Crores or above in each year during the last three completed financial years –2018-19,2019-20 and 2020-21* (Not inclusive of the turnover of associate companies). | | Audited Financial statements for the financial years 2018-19 ,2019-20 and 2020-21*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * If 2020-21 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2017-18 along with an undertaking letter from the bidder that the 2020-2021 Statements are not audited. In this scenario Audited Financial statements for the financial years 2017-2018, 2018-19, 2019-20 are to be submitted. |
| 2 | The Bidder or Bidder's parent company (in case bidder is wholly owned subsidiary of the parent company) must be Net profit making entity continuously for the last three years that is financial years –2018-19 ,2019-20 and 2020-21*. OR The net worth of the Bidder or Bidder's parent company (in case bidder is wholly owned | | Audited Financial statements for the financial years 2018-19 ,2019-20 and 2020-21*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. If 2020-21 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2017-18 along with an undertaking letter |

| S. No | Eligibility Criteria | Complied (Yes/No) | Supporting Documents Required |
|----------|--|-------------------|---|
| | subsidiary of the parent company) should be positive for last three financial Years – 2018-19, 2019-20 and 2020-21 and also ii) should have not eroded by more than 30% (thirty percent) in the last three years (as on RFP date). | | from the bidder that the 2020-21 Statements are not audited. In this scenario Audited Financial statements for the financial years 2017-2018, 2018-19, 2019-20 are to be submitted. |
| C | Technical | | |
| 1 | The Bidder should be Original Software Developer or Authorized Partner of OSD for Supply Implement and Support of Anti DDo in Premise Solution. | | Letter of confirmation from OSD need to be submitted. |
| 2 | The Bidder should be an OSD or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution. | | Letter of confirmation from OSD need to be submitted. |
| 3 | If OSD is bidding directly they cannot submit another bid with any Bidder. | | Letter of confirmation from OSD in case if OSD is bidding directly |
| 4 | The bidder must have Tier-1 partnership with of the OEM. | | Letter of confirmation from OSD need to be submitted. |
| D | Experience & Support Infrastructure | | |
| 1 | The proposed Solution (with throughput of at least 4 GBPS) must be implemented in at least 3 Commercial Banks / Financial Institution/ Govt organizations in India in last 3 financial years. | | Documentary Proof of order / contract copy / customer credentials. The documentary proof should state the completion of the implementation. |
| 2 | Bidder should have direct support offices in Mumbai and Hyderabad. In case direct support office of the bidder is not present in Hyderabad / Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Hyderabad / Mumbai whenever desired by the Bank. | | Letter of confirmation |
| 3 | Proposed Project manager* must have experience of minimum two implementation of the proposed/similar technology solutions in BFSI. Team leads* must be designated | | Documentary proof (Customer reference & CV) |

| S. No | Eligibility Criteria | Complied (Yes/No) | Supporting Documents Required |
|-------|--|-------------------|-------------------------------|
| | <p>individually for each solution. Team leads must possess experience of minimum two implementation of proposed solution in large Commercial/ Financial Institution.</p> <p>*Any project manager/ Team lead replaced during project implementation must be replaced by similar profiles in each category.</p> <p>*Any experience (Support/ Training etc) other than project implementation will not be considered.</p> | | |

B. Technical Bid Evaluation

The proposals received by the Banks will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under for the bidder who ever complied with Pre-qualification / eligibility criteria mentioned above. The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted. The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc. It also includes the site visits to other clients of the bidders as well as any independent verification of the facts produced in the technical bid.

The bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

| Criteria | Evaluation Parameters | Sub Scores |
|--|---|------------------|
| The number of Implementations completed | Quoted OEM product should be deployed in Commercial Banks / Financial Institution/ Govt organizations (In the last 3 years) (2 marks each for Max 5 implementation) | 10 |
| Presentation cum interview | Evaluation on the following Parameters | |
| | Parameters | Max Marks |
| | Quality of Presentation | 5 |
| | Scalability – Future | 15 |
| Technical Criteria compliance as per Technical Specification | Demonstration of in-depth understanding of the Bank project requirements through the submitted technical proposal. The Technical / Functional features as part of Technical Requirement is available as part of the present | 70 |

| Criteria | Evaluation Parameters | Sub Scores |
|--------------------|--|------------|
| | solution or needs to be customizable. Technical Criteria compliance will be demonstrated during technical presentation. | |
| TOTAL MARKS | | 100 |

C. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. The commercial bids submitted by Bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is as follows:

- The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.
- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (ATS) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services will be considered in the year of purchase only and not in subsequent years

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The proposal of L1 (Lowest Vendor) shall be recommended for award of contract.

2. Commercial Bids Terms

- In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be

communicated separately to the successful bidders post the completion of the technical evaluation

- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer

for any such assumptions.

- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope 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 services on the pretext that the same was not explicitly mentioned in the RFP

3. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
 - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
 - ▶ The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

Annexure 11 – Project Details Scope of Work

1. Project Scope

Bank intends to implement an Anti DDoS In Premise Solution for protection of its Internet facing applications from application level DDoS attacks. Scope includes providing complete solution including hardware, software and other required components; supply, implementation, integration, and configuration of Anti DDoS In Premise solution.

The selected service provider is required to supply & Implement Anti DDoS In Premise Solution for Bank's IT Infrastructure deployed at DC (Mumbai) & DR (Hyderabad).

There proposed solution should be deployed on high availability architecture **or in Active –Passive mode** at Data Centre (DC) and in Disaster Recover Site (DR) at the discretion of the Bank. All appliances must have hardware and software bypass functionality to continue business operations in case of failures.

System shall provide inspection as well as mitigation throughput of 20 Gbps from day one. The solution should be future upgradeable to support 40 Gbps inspection as well as mitigation throughput without additional Hardware requirement.

The Bidder must also carry out preventive maintenance of the setup implemented on both DC & DR which includes periodic upgrade & enhancements.

The bidder will provide telephonic & onsite support during complex DDOS attack event if the bank needs assistance without extra charges. The support would include assistance for attack mitigation, trace-back and reports generation etc. The SI should also work on the backend with OEM TAC/ SOC for faster resolution of the DDOS threat.

In case of any incident, bidder should identify the root cause of the attack & suggest preventive measures to avoid facing similar type of attacks again.

The System should provide protection for known attack tools that attack vulnerabilities in the SSL/TLS layer itself or separate SSL/TLS offloading device. (If separate device is quoted shall include in BOM).

The Solution should have onsite comprehensive support for a period of 5 years (which includes warranty period and maintenance period) from the date of acceptance given to the Bidder.

The bidder must provide necessary technical support (onsite) whenever required for integration with volumetric DDoS protection services procured by the bank time to time during entire period of contract (5 Years).

The equipment quoted by bidder should not be declared as End of Sale by the OEM at the time of project implementation Signoff.

Any Team Lead change during implementation of the project should be carried out only after mutual consent and must comply with the RFP Eligibility criteria mentioned in Annexure.

Detailed scope is mentioned below. The solution proposed should be integrated seamlessly with the existing systems like SIEM for Log capturing and EMS (Microfocus presently) to Monitor Solution, ticketing for incidents. Solution should also integrate with the email and SMS gate way for alert information flow.

Bidders as part of technical evaluation have to demonstrate their Anti DDoS In Premise Solution based on the following features:

a. Technical Requirement for Anti DDoS In Premise Solution
a.1 Technical Requirements which are Mandatory:

| SI No | Technical Specifications are mentioned in Bold) | Requirement | Compliance (Yes/No) | Remarks (Should be mentioned in public facing datasheet or any Documentary proof should be provided) |
|-------|---|-------------|---------------------|--|
| 1 | Each Device should have at least 8 X 10 G Fiber ports, 4 x 1 G copper ports interface support with Hot swappable Dual Power supply. (There should not be use of any Breakout cable). All the 12 Ports should be populated from Day One. | Mandatory | | |
| 2 | The DDoS Mitigation solution shall provide inspection as well as mitigation throughput of 20 Gbps from Day One. The solution should be future upgradeable to support 40 Gbps inspection as well as mitigation throughput without additional Hardware requirement. | Mandatory | | |
| 3 | Proposed product/solution must be purpose built DDoS prevention system & should be stateless Technology not having any kind of state limitation e.g. TCP connections. | Mandatory | | |
| 4 | The proposed solution should be a dedicated appliance based solution (not a part of Router,UTM, Application Delivery Controller, Proxy based architecture or any Stateful Device) | Mandatory | | |
| 5 | The system should be capable to mitigate and detect both inbound and outbound traffic. | Mandatory | | |

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| 6 | The system should be able to work in fail open mode in all the ports and should support software bypass capability. | Mandatory | | |
| 7 | The proposed system must support cloud signaling to signal to upstream ISPs or managed service provider who is providing anti-DDoS cloud service for very large DDoS attack mitigation. | Mandatory | | |
| 8 | DDoS Appliance must not have any limitations in handling the number of concurrent session for DDoS attack traffic - Knowing nature of solution and should be clearly mentioned in public facing datasheet. | Mandatory | | |
| 9 | System should have High performance architecture to ensure that attack mitigation does not affect normal traffic processing and Maximum DDoS Flood Attack Prevention Rate minimum 20,00,000 from day 1 and upto 35,000,000 pps without hardware change (This performance figure must be mentioned in public facing datasheet). | Mandatory | | |
| 10 | Quoted OEM should have Global Technical Assistance (TAC) support in India | Mandatory | | |

Bidder need to comply all above mandatory requirements. If any mandatory requirement does not meet by the vender, the vendor would have deemed not to be meeting the RFP Technical requirements and would not qualify for commercial bid evaluation.

a.2 Other Technical Specifications with weightage and will be normalized to Score 80:

| Sr. No. | Technical Specifications (Amendments are mentioned in Bold) | New Weight age | Compliance (Yes/No) | Remarks (Should be mentioned in public facing datasheet or any Documentary) |
|---------|---|----------------|---------------------|---|
|---------|---|----------------|---------------------|---|

| | | | | proof should be provided) |
|---|--|----|--|---------------------------|
| 1 | Proposed solution should have two appliances in DC and two appliances in DR and should support Active - Active (High Availability) and Active - Passive deployment | 60 | | |
| 2 | Devices must be rack-mountable in standard 42U Rack | 20 | | |
| 3 | System must support option for Centralized management of multiple devices. | 20 | | |
| 4 | Solution should support Role/User Based Access Control and reporting functionality. | 30 | | |
| 5 | System should have mechanism to upgrade the firmware and application | 10 | | |
| 6 | System should Protect from multiple attack vectors on different layers at the same time with combination OS,Network, Application, and Server side attacks | 20 | | |
| 7 | Solution should be transparent bridge to pass 802.Q tagged frames and other control protocols VLAN, L2TP and GRE traffic. | 10 | | |

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| 8 | The proposed system must have built-in hardware bypass for all interface types. | 100 | | |
| 9 | In inline mode system must not modify MAC or IP addresses of passed frames | 20 | | |
| 10 | Solution Should detect and mitigate IPV4 & IPv6 Attacks | 20 | | |
| 11 | The solution should support inspection of ipv4 and ipv6 traffic. | 20 | | |
| 12 | DDOS Mitigation System should support Symmetric and Asymmetric Traffic flows | 20 | | |
| 13 | <p>a) The System must have an updated IP reputation feed that describes suspicious traffic Blacklisted IPs, botnets, Phishing. It should be updated every minute to block and protect network against active attackers</p> <p>b) The System should have options for Blacklist and White list, If user wants configurable any customer IPs.</p> <p>c) System also should restrict the IP address from specific segment like from TOR network.</p> <p>d) DDOS Appliance should have an inbuilt mechanism to inspect traffic with external threat</p> | 120 | | |

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| | feed and shall support at least 3Million IOC's for inline blocking (URL/ Hash / domain / IP address / subnet) | | | |
| 14 | The proposed solution should support integration of external Threat Intelligence Platform (TIP) | 200 | | |
| 15 | The DDoS detection solution shall have the learning mode to easily identify anomalies in the network communication. | 30 | | |
| 16 | The system should support deployment on a "logical link bundle" interfaces. System should support, In-Line, Out-of-Path deployments modes from day 1 | 20 | | |
| 17 | Should Detect and protect from unknown Network & application layer DDOS attacks and should not have dependency on signatures for such attacks. System should support Behavioral based predictive DDoS protection | 30 | | |
| 18 | System should support suspension/dynamic suspension of traffic from offending source based on a signature detection and attack countermeasures | 10 | | |
| 19 | Should support user customizable/ user definable signature/countermeasures | 10 | | |

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| 20 | System should protect from TCP Out-Of-State attacks. | 10 | | |
| 21 | Solution should Detect misuse of application protocols in the network like HTTP/POP3/STP/SIP/SMTP/FTP | 40 | | |
| 22 | The system must be able to block invalid packets (including checks for Malformed IP Header, Incomplete Fragment, Bad IP Checksum, Duplicate Fragment, Fragment Too Long, Short Packet, Short TCP Packet, Short UDP Packet, Short ICMP Packet, Bad TCP / UDP Checksum, Invalid TCP Flags, Invalid ACK Number) and provide statistics for the packets dropped. Solution should also support packet Anomaly Protection | 40 | | |
| 23 | The system must support the dropping of idle TCP sessions if client does not send a user-configurable amount of data within a configurable initial time period and should dynamically blacklist the offending sources. | 20 | | |
| 24 | The system must Connection limit option for limit number of new connection Source Basis or in range or equivalent | 20 | | |
| 25 | The system must allow Network Security policies to be changed while the policy is in active blocking mode and should not | 10 | | |

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| | affect running network protection. | | | |
| 26 | Should detect and Mitigate attacks at Layer 3 to Layer 7. | 20 | | |
| 27 | System should have countermeasures & challenge response based approach for immediate mitigation of flood attacks—protecting against unknown DDoS attacks without manual intervention. The system should not depend on only signatures for mitigation of DDOS attacks. | 20 | | |
| 28 | System must be able to detect and block SYN Flood attacks and should support different mechanism a) SYN Protection - TCP Authentication b) SYN Protection - Out of Sequence Authentication c) SYN Protection - TCP Reset | 30 | | |
| 29 | System must be able to detect and block ICMP, DNS Floods, FTP Floods, Botnets. | 30 | | |
| 30 | System must be able to detect and block HTTP GET Flood and should support following mechanism to avoid False Positive prevention (or equivalent): a)TCP Authentication b) HTTP Redirect c) JavaScript redirect | 30 | | |

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| 31 | System should Protect from Brute Force/reflection & amplification attacks or equivalent | 20 | | |
| 32 | System should be able to provide Challenge action apply to suspicious/all source. | 10 | | |
| 33 | System should detect from Known DDOS attack Tools without any performance impact | 20 | | |
| 34 | System should detect and Mitigate different categories of Network Attacks viz viz. Volume based, Protocol, Application attacks etc | 20 | | |
| 35 | System protects against SSL/TLS-encrypted DoS and DDoS threats both at the SSL /TLS layer and HTTPS layer System should Protect against SSL/TLS-encrypted Attacks | 30 | | |
| 36 | System should Provide protection for known attack tools that attack vulnerabilities in the SSL layer itself or separate SSL offloading device. | 40 | | |
| 37 | System DNS protection should employ challenge/response mechanism | 10 | | |
| 38 | The system must support configuration via standard up to date web browsers | 10 | | |

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| 39 | Real-time events correlation between Multi Vector Attacks viz. Volume based, Protocol, Application attacks etc | 20 | | |
| 40 | Device should integrate with Banks existing SIEM engine seamlessly through syslog messages | 60 | | |
| 41 | Device should be fully integrated with an organization's existing security stack and process | 60 | | |
| 42 | The proposed DDoS solution should not reach End of Support within 5 years from the date of submission of bid. If this happens, the bidder is bound to provide the then prevalent higher model at no additional cost to Bank | 30 | | |
| 43 | DDOS solution should support latency less than 80 microseconds | 35 | | |
| 44 | Proposed Solution should detect SSL encrypted attacks at Key size 1K & 2K without any hardware changes. | 20 | | |
| 45 | Should support minimum 90,000 SSL CPS RSA 2048-bit key strength (Should have Built in SSL card). Also System should have ability to scale SSL CPS capacity via external SSL appliance retaining proposed DDoS appliance (CPS: Connections Per Second) | 40 | | |

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| 46 | System includes a scalable SSL TPS capacity, either internally or via integration of external appliance (TPS: Transactions Per Second) | 30 | | |
| 47 | System should support following environments: Symmetric, Asymmetric Ingress, Asymmetric Mesh | 30 | | |
| 48 | System should disclose time to mitigation from detection of attack for all types of attack including known and unknown attacks | 20 | | |
| 49 | System should have mitigation mechanism to protecting against zero-day DoS and DDoS attacks without manual intervention. | 30 | | |
| 50 | System should accurately follow attack vector changes without pcap analysis required or manual scripts | 20 | | |
| 51 | Solution should provide comprehensive countermeasure for DNS protection including random sub-domain based attacks like DNS water torture attacks. | 30 | | |
| 52 | Solution should support horizontal and vertical port scanning Behavioural protection | 30 | | |

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| 53 | The DDoS Mitigation solution shall be able to detect and protect from Zero-Day Network DDoS/DDoS flood attacks on the basis of behavioral DDoS attacks/challenge response mechanism or by an automatically created signature within a minute and must be mentioned in data sheet.. | 20 | | |
| 54 | System should have out-of-path / on device SSL inspection | 30 | | |
| 55 | Proposed solution should Protect against SSL & TLS-encrypted information leaks with an separate SSL Decryption module on device / out of Path | 30 | | |
| 56 | System protects against SSL/TLS-encrypted DoS and DDoS threats in incoming and outgoing traffic | 20 | | |
| 57 | Should have capability to identify malicious SSL traffic based on behavior analysis and to decrypt only malicious identified traffic instead of inspecting entire traffic to reduce the latency. | 20 | | |
| 58 | Should support detection and Mitigation of following HTTP and HTTPs flood attacks without need to decrypt HTTPs traffic flow (Since decrypting the flow to detect and mitigate will make DDoS appliance Stateful and vulnerable to | 40 | | |

| | | | | |
|----|--|----|--|--|
| | DDoS Attacks): a. High Connection Rate b. High rate GET to page c. High rate POST to page | | | |
| 59 | Proposed solution should have centralized management system that helps to manage, monitor, and maintain all DDoS Appliances from a centralized location. | 20 | | |
| 60 | The solution must support the generation of PDF and e-mail reports. Also should provide Web-based, live dashboards reports. | 20 | | |
| 61 | Proposed appliance should be able to block traffic based on Geo location feeds with periodical update on regular time automatically for lists of IPs, option should be there to block based on temporary (Hours, few hours) or permanently | 30 | | |
| 62 | Proposed appliance should be able to block traffic based on IP reputation feeds for bad known DDoS attackers from last 24 hours, these update of IP reputation feeds should be on hourly basis | 20 | | |
| 63 | The system must have a dedicated management port for Out-of-Band management. | 20 | | |

| | | | | |
|------------------------|---|-------------|--|--|
| 64 | Management interfaces must be separated from traffic interfaces. System management must not be possible on traffic interfaces, management interfaces must not switch traffic. | 20 | | |
| 65 | The proposed solution should have inbuilt Management / external management system to manage configure DDOS solution. | 20 | | |
| 66 | Device should be certified by ICSA labs for DDOS detection or Device should be EAL/NDPP/EAL certified | 5 | | |
| 67 | The proposed solution should support Integration with OEM/External Cloud based Scrubbing | 30 | | |
| Total Weightage | | 2000 | | |

Please Note – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as “complied” as part of Functional and Technical Scoring Sheet then the same shall be changed to “No Marks (Not Complied)” in the Functional and Technical Scoring Sheet.

Along with compliance with above requirements bidder need to submit complete technology architecture, underline technologies, project plan along with best practices, dependencies etc.

2. Hardware Sizing

- a. The Bidder must specify all hardware specifications in detail. The Bidder needs to mention about the communication media (Copper Wire or Fiber) being used.
- b. The appliance must support Hardware and Software bypass. The appliance must have dual power supply.
- c. The System should provide protection for known attack tools that attack vulnerabilities in the SSL/TLS layer itself or separate SSL/TLS offloading device. (If separate device is quoted shall include in BOM).
- d. The equipment quoted by bidder should not be declared as End of Sale by the OEM at the time of project implementation Signoff.
- e. Detailed requirement is mentioned above.

3. Monitoring and Audit

- a) Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The Vendor must provide the Bank access to various monitoring and performance measurement systems. The Vendor has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.
- b) For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Vendor. These tools should be a part of the proposed solution.

4. Regulatory / Compliance Requirements

As the product is to be rolled out in over several countries, respective country specific customization—both at product level and from the regulatory angle is considered necessary. The vendor need to submit the proven track record of implementation of the solution across various regulatory jurisdictions is mandatory. The successful vendor, based on their past experience, should be in a position to provide the Bank with an insight and upfront customization for various countries wherever considered feasible of that the implementation is expedited.

5. General Conditions

- a) For installation work, it shall be the responsibility of the Bidder to arrange and provide requisite tools, testing & measurement equipment and all other things required for carrying out the installation job industry practice and safety norms.
- b) The Bidder shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to Bidder's negligence shall be passed on the Bidder's account
- c) Bidder shall complete the entire work and make all the systems operational (Supply, Installation, Acceptance and handing over to Bank within stipulated timeline mentioned in the of this RFP.
- d) The support shall be on 24*7*365 basis
- e) There will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the

entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants

6. Technical Proposal Attention Items

- a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
- c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.
- e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank.
- f) In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.
- g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.
- i) Entire work specified in this RFP shall be carried out on Turnkey basis.
- j) As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the RFP or extra work required to be perform due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this RFP.
- k) All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

7. Infrastructure

The Bidder needs to size the infrastructure for the solution based on the volume and the growth indicated in the Technical Requirement and propose the same as part of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor.

However the complete implementation, maintenance and support of the Anti DDos System shall be part of the scope of the vendor.

As part of the technical proposal the vendor needs to provide complete Anti DDos System details. The vendor must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active- Active cluster at DC & Active-Active cluster at DRC so that the solution and infrastructure can fall back on each other.

DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

The Vendor is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Technical Requirement (Project Scope). The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

The vendor shall do proactive monitoring and capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades. However, there should not be any additional cost to the Bank for any software or hardware upgrade during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor. As part of the technical solution, the Vendor must provide the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank, the Vendor will at their cost carry out the necessary upgrades/ replacements. The Bank has the right to deduct/ recover from the Vendor, the required additional expenses which the Bank may incur on account of such upgrades/ replacements.

8. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful Bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

The Bidder needs to submit the technical architecture relating to data/Configuration replication between primary and secondary site.

9. Training

The Bidder needs to provide advanced train the trainers training for 3 banks officials (Training & Certification) by OEM certified trainer and one administrator training for 6 officials in DC and DR site

10. Service Levels and Uptime Guarantee

For details, please refer to Annexure that provides the service levels for Supply and Implementation of Anti DDo in Premise Solution.

11. Delivery

The Anti DDoS In Premise Solution must be implemented as per project scope within a period **of 2 months in totality from the date of placing of purchase order by the Bank**. The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned above.

In case the deadlines are not met then the Bidder will have to pay penalty to Bank of Baroda @ 1% of implementation cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the entire order.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the all deliverables. Sealed packs will be opened in the presence of Bank of Baroda officials

All necessary accessories as part of the Anti DDoS In Premise Solution should be

delivered together with the hardware.

Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

The bidder must provide following as part of this RFP.

- Design Document
- Standard Operating Procedures
- Configuration manuals
- Troubleshooting manuals
- At the end of implementation activity, the bidder should provide a comprehensive report with a detail of implementation and two-three walkthrough of fully implemented Anti DDoS In Premise Solution.

The bidder will be responsible for providing preventive maintenance record on quarterly basis.

A monthly status update will be provided to the bank which shall include the following:

- Summary of support status
- Significant incidents raised by bank in the month. These include all priority observations and any other incidents reducing the quality of service
- Number of support calls closed during the month, by priority
- Number of support calls open at the end of the month (backlog) by priority

12. Warranty

The entire HW covering all components will remain under, onsite, comprehensive maintenance warranty for a period of five years. The service support during warranty period shall be for all HW and accessories supplied. Bidder will have to provide a post-installation warranty as per the terms mentioned below:

- Comprehensive Warranty for 60 Months from the date of installation or 61 months from the date of the delivery whichever is earlier.
- Bidder will have to upgrade the OS, Firmware (in case of requirement) during warranty period at no cost to Bank. Patch updation, security patch updates etc to be done (as and when required) preferably quarterly / half yearly in coordination with the banks team.
- In event of any equipment / parts replaced or any defect in respect of any equipment / parts corrected for more than one instance of any quarter during the base warranty period of 5 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.
- In case of significant failures of specific component entire HW has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Bidder is required to ensure that this kind of situation never arises.

13. Annual Maintenance Contract (AMC) after expiry of warranty period

The Bidder should provide two years AMC support after the expiry of warranty period of the solution and its components supplied as part of this RFP if required by the Bank.

14. Payment Terms

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the Bidder in the price bid against such activity / item.

The payment will be released as follows:

a) Delivery of Hardware/Appliances/Software

- 70% of the total cost on delivery of HW plus 100% of applicable taxes at actuals. The required documents to be provided along with original invoice:
 - a) Original delivery Challans dully stamped and signed by the Bank Official.
 - b) Original receipt of Octroi / entry tax etc wherever applicable.
- 20% of total cost on successful installation of the hardware, software and applicable Service Tax (if any).

SNR case - Wherever installation could not be carried out by the successful Bidder due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful Bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful Bidder has to give an undertaking to complete installation within a week of being informed that the site is ready.

20% of the HW cost and applicable Service Tax (if any) after two months on delivery of HW

The required documents to be provided along with original invoice:

- a) Original Installation Report dully stamped and signed by the Bank Official along with the signature of the Bidder representative.
 - b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from Bidder to complete installation within a week of being informed that the site is ready.
- Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure for Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.

b) AMC / ATS—Payable annually against receipt of satisfactory service report of previous year from the Bank's Project / Operation Manager.

There shall be no escalation in the prices once the prices are fixed and agreed to by the

Bank and the Bidder. Payment will be release by IT Dept., BCC as per above payment terms on submission of mentioned supporting documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

15. Ownership, Grant and delivery

The Bidder shall procure and provide a non-exclusive, non-transferable, enterprise wide perpetual license to the Bank for all the software to be provided as a part of this project. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The license shall specifically include right

- a. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank.
- b. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.
- c. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional License charge or fees or expenses.

Delivery: The Bidder, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Bidder, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program Documentation shall consist of required number of User Manuals per branch / service Center / office / extension counter, Near Site, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Bidder to the Bank both in hard copy form (except where hard copies are not available) and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code

version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

- d. The grant of license by the Bidder herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

Except as specifically agreed by and between Bidder and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Bidder or its Licensors and be the sole and exclusive property of the Bidder or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Bidder or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Bidder from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

- e. Rights: The Bidder shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Bidder shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Bidder, despite notice of such failure by the Bidder in writing, (ii) any change, not made by or on behalf of the Bidder, to some or all of the software/deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Bidder of such misuse in writing.
- f. Bidder is the Prime Bidder for purposes of all deliverables and services, with the single-point responsibility for the same. Should the software provided by the Bidder be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the Bidder should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Bidder is in breach of the Bidder's warranty and obligation.

16. Handover Services

- ▶ The bidder should ensure training for all the users at the time of UAT and bidder should be flexible to give training to the users as and when required/demanded by the bank at any point contract period.
- ▶ The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the deliverables under this assignment. The Bidder shall provide all updated documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for Anti DDoS in Premise Solution.
- ▶ The Bidder shall provide licenses details for Anti DDoS in Premise Solution.
- ▶ The Bidder must consult with Bank on any Third Party Contracts between the Bidder and Third Parties that are necessary or useful for Bank or a Third Party to perform the Services and arrange for transfer or assignment of such Third Party Contracts that Bank wishes to have transferred or assigned to Bank or a Third Party designated by Bank on commercially reasonable terms mutually acceptable to both Parties.
- ▶ All the warranties held by or in the name of the Bidder shall be assigned or transferred "As is" in the name of the Bank. The Bidder shall execute any and all such documents as may be necessary in this regard.
- ▶ The Parties shall return confidential information.
- ▶ The Bidder shall provide all other Services as may be agreed by the Parties in connection with the assignment.
- ▶ The Bidder recognizes that considering the enormity of the Assignment, the Handover Services listed herein are only indicative in nature and the Bidder agrees to provide all assistance and services required for fully and effectively handing over the Services provided by the Bidder under this assignment and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.
- ▶ Handover Process of hardware directly done by the Bidder / OEM. During this handover the Bidder would transfer all knowledge, knowhow and other things necessary for the Bank and / or its MSP to take over and continue to manage the Electronic platform.
- ▶ The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank as would be required.
- ▶ Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this assignment, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope 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 services on the pretext that the same was not explicitly mentioned in the Project Scope.

17. Right to Alter Quantities

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the

Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities/items.