



**भारतीय लघु उद्योग विकास बैंक**  
**Small Industries Development Bank of India**

**नेक्सट जेनरेशन एंटरप्राइस फ़ायरवॉल की खरीद के लिए**  
**प्रस्ताव के लिए अनुरोध**  
**Request for Proposal**  
**For**  
**Procurement of Next Generation Enterprise**  
**Firewall**

टेंडर सं. / Tender No.	400/2015/1080/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	January 22, 2015 / जनवरी 22, 2015
पूर्व-बोली बैठक की तिथि / Date of pre-bid meeting	January 28, 2015 / जनवरी 28, 2015, 1100hrs
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	February 11, 2015 / 11 फ़रवरी, 2015, 1530hrs
टेंडर बंद होने का समय / Tender Closing Time	February 11, 2015/ 11 फ़रवरी, 2015, 1600hrs
तकनीकी बोलियां खोलने की तिथि / Date of opening of Technical Bids	February 11, 2015 / 11 फ़रवरी, 2015, 1600hrs
बयाना जमा राशि / Earnest Money Deposit	₹ 1,00,000/- (Rupees One Lakh only)
टेंडर मूल्य / Tender Cost	₹ 500/- (Rupees Five Hundred only)

**भारतीय लघु उद्योग विकास बैंक**  
**एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक,**  
**बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू.), मुम्बई - 400051**

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**  
**MSME Development Center, C-11, 'G' Block,**  
**Bandra Kurla Complex, Bandra (E), Mumbai - 400 051**

## Critical Information/ महत्वपूर्ण सूचना

(RfP No: 400/2015/1080 /BYO/ITV dated January 22, 2015)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	January 27, 2015 / 27 जनवरी, 2015	5:00pm
2	Pre Bid meeting ( <i>no clarifications would be given after pre-bid meeting</i> )/ पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा)	January 28, 2015 / 28 जनवरी, 2015	11:00am
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	February 11, 2015 / 11 फ़रवरी, 2015	3:30pm
4	Tender closing date & time/ टेंडर बंद होने की तिथि व समय	February 11, 2015 / 11 फ़रवरी, 2015	4:00pm
5	Address for Bid Submission/ बोली जमा करने का पता	<p><b>General Manager (Systems)</b> Small Industries Development Bank of India, 3rd Floor, Information Technology Vertical , MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E), <b>Mumbai - 400 051</b> Phone: 022-67531100 / 67531228 Fax: 022-67531236</p> <p><b>महाप्रबन्धक (सिस्टम्स)</b> भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वेरतिकाल, एमएसएमई विकास केंद्र, प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा(पू.), <b>मुम्बई</b> दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236</p>	
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	February 11, 2015 / 11 फ़रवरी, 2015	4:00pm
7	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा	
8	Bid Validity/ बोली के वैद्यता	<b>90 days</b> from the last date of bid submission / बोली जमा करने की अंतिम तिथि से 90 दिन तक।	

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
9	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	C R Prasad, AGM (Systems) सी आर प्रसाद, स.म.प्र. (सिस्टम्स) 022-67531238, crprasad@sidbi.in	
		Sanjay Kumar Srivastava, DGM (Systems) संजय कुमार श्रीवास्तव, उ.म.प्र.(सिस्टम्स) 022-67531229, ssrivastava@sidbi.in	

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## **1. Introduction and Disclaimers**

### **1.1. Purpose of RfP**

The purpose of RfP is to shortlist vendor for supply, installation, training and support of next generation enterprise firewalls for its office at BKC, Mumbai under buyback to two numbers of Cisco 525 firewalls (under as is where is basis). Details of the firewall under procurement are given in the subsequent sections of this tender document.

### **1.2. Information Provided**

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

### **1.3. Disclaimer**

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

### **1.4. Costs to be borne by Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

### **1.5. No Legal Relationship**

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

### **1.6. Recipient Obligation to Inform Itself**

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

### **1.7. Errors and Omissions**

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

### **1.8. Acceptance of Terms**

A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.

### **1.9. Requests for Proposal**

Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact : C R Prasad  
Position : Assistant General Manager (Systems)  
Email : [crprasad@sidbi.in](mailto:crprasad@sidbi.in)  
Telephone : +91 - 22 -67531238  
Fax : +91 - 22 - 67531236

SIDBI may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

#### 1.10. Notification

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

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## 2. Background

### 2.1. About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The bank provides its services through a network of more than 100 offices located all over India. Detailed information on the functions of the bank is provided on the website [www.sidbi.in](http://www.sidbi.in).

### 2.2. Tender Objective

- 2.2.1. SIDBI intends to procure Next Generation Enterprise Firewall with various modules and components in high availability mode along with reporting/management appliance, for its data center at Mumbai under buyback of two number of Cisco 525 firewalls.

The firewall would be deployed in the datacenter core and would be in (active / active) mode. The specifications given in the tender are based on the minimum requirement of SIDBI.

- 2.2.2. The bidder to note that:

1. The firewall and management/reporting solutions should be appliance based, from same OEM and rack mountable.
2. The technical specifications specified in Annexure –III are minimum specifications.
3. The firewall and management/reporting appliance should be supported for a period of 6 years from the date of acceptance.

- 2.2.3. The purpose behind issuing this RfP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for the above purpose.

- 2.2.4. The selection process consists of three phases viz., 1) Pre-Qualification / Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

- 2.2.5. In this tender, either the bidder on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same model/product.”

- 2.2.6. If a bidder submits bid on behalf of the Principal/ OEM, the same bidder shall not submit a bid on behalf of another Principal/ OEM for the same item/ product.”

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### 3. Scope of Work

The Scope of Work involves:

- 3.1. Supply and installation of next generation enterprise firewall with various modules and management/reporting appliance complying with the technical specifications given in technical bid, along with accessories and necessary documentation etc. at SIDBI, MSME Development Center, 3<sup>rd</sup> Floor, Bandra Kurla Complex, Bandra(E), Mumbai - 400051.
- 3.2. Configuration and Integration of firewall and management & reporting solution with existing network. All the policies which are currently on the existing firewall are to be migrated to the new firewall.
- 3.3. Study of existing firewall setup: prior to configuration and Integration, the bidder needs to study the existing firewall setup and prepare detailed implementation and migration plan. On approval of the same by Bank, implementation/integration of firewall and other components needs to be carried out.

#### 3.4. Warranty, Support and AMC

##### 3.4.1. *Warranty and support*

1. On-site, comprehensive and BACK-TO-BACK from OEM for a period of 3 years from the date of acceptance. The warranty also includes all software subscriptions (critical hot fixes, service packs, and all upgrades/updates) of all components supplied as part of solution.
2. Replacement of failed hardware should be NBD from the time call is lodged.
3. Software /Firmware updates and upgrades during period of warranty should be at no cost to Bank
4. L1 support from bidder, L2 and above support from OEM. Support from OEM and bidder should be 24X7.
5. Comprehensive on-site 24X7 support from bidder for day to day operational issues as and when arises.

##### 3.4.2. **AMC**

1. On-site, comprehensive and BACK-TO-BACK from OEM for a period of 3 years from the date of expiry of warranty. The AMC also includes all software subscriptions (critical hot fixes, service packs, and major upgrades/updates) of all components supplied as part of solution.
  2. Software /Firmware updates and upgrades during period of AMC should be at no cost to Bank
  3. L1 support from bidder, L2 and above support from OEM. Support should be 24X7.
  4. Replacement of failed hardware should be NBD from the time call is lodged.
  5. Comprehensive on-site 24X7 support from bidder for day to day operational issues as and when arises.
- 3.5. The replacement unit(during warranty and AMC) has to be shipped by OEM and the bidder should install and configure the same. Once confirmed on the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM. All charges towards replacement has to be borne by the bidder.

3.6. Detailed scope of work under warranty and AMC is given in warranty / AMC section (Section 7.4).

3.7. Periodic preventive maintenance of hardware, once in half year by the bidder during warranty and AMC period.

During the preventive maintenance the bidder should check whether the firmware / operating system running on the firewalls and other components and upgrade the same to latest version as released by OEM.

3.8. Support from bidder for un-mounting and mounting of firewall and other components from the rack in the event of reallocation of racks or changes made in datacenter based on Banks requirements.

3.9. Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.

3.10. The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation will be recorded for information of the selected bidder.

3.11. The bidder to note that, the Bank reserves the right to upgrade the equipment during the contract period by enabling license or addition of module/card.

The upgradation may be carried out with the shortlisted vendor by calling for proposal or if desired, Bank would issue RfP and shortlist vendor for supply of components.

3.12. The hardware supplied as part of this contract should be maintained by the bidder and OEM for at least 6 years (i.e. three years warranty and three years AMC).

3.13. The System spare parts/services, as and when required, and complete maintenance of the Systems during warranty period and AMC (if contracted), shall be supported for a period not less than 6 years (Warranty and AMC) from the date of acceptance of the System by the Bank.

3.14. Training-The bidder shall impart complete administration training to two/three officials of the Bank during installation / acceptance.

The bidder also to arrange for OEM training to one official of Bank. The training should be hands-on with complete management of all the appliances as proposed in the tender. The training should be at Mumbai.

**3.15. Buyback of Cisco 525 firewalls**

3.15.1. Two numbers of Cisco 525 firewalls under buyback will be sold on “as is where is” basis and purchase price of these items once accepted by the Bank cannot be withdrawn by the vendor.

3.15.2. It would be vendor’s responsibility to collect the buyback items, from SIDBI location. SIDBI will not provide any transportation towards this.

3.15.3. It would be vendor’s responsibility to ensure safe disposal of e-waste comprising discarded hardware/ electrical/ electronic equipment/ components taken under buyback or other arrangement.

3.16. Submission of relevant documents / reports.

3.17. Submission of Installation-cum-Acceptance Certificate as per format prescribed in tender, duly signed by the SIDBI official at Mumbai.

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#### 4. Information to Bidders

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

##### 4.1. Pre-bid Meeting

- 4.1.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 4.1.2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
- 4.1.3. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted on or before the date as indicated in the Critical Information sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 4.1.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank ([www.sidbi.in](http://www.sidbi.in)) website and CPP Portal within 05 working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.1.5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

##### 4.2. Amendment to the bidding document

- 4.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 4.2.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 4.2.3. The amendment will be posted on Banks website ([www.sidbi.in](http://www.sidbi.in)) and CPP portal (<http://eprocure.gov.in>).
- 4.2.4. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

##### 4.3. Language of Bid

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

##### 4.4. Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid.

##### 4.5. Bid Currency

Bids should be quoted in Indian Rupee only.

#### 4.6. Tender Form Cost

Non-refundable Bid Price of ₹ 500/- ( Five Hundred only) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', payable at Mumbai must be submitted separately along with RFP response.

#### 4.7. Earnest Money Deposit (EMD):

4.7.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of amount of ₹ 1,00,000/-.

4.7.2. EMD should be in the form of:

1. Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai **OR**
2. Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - IX**.

4.7.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

4.7.4. Request for exemption from EMD (Security Deposit) will not be entertained.

4.7.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:

1. Issue of Lol / purchase order to the successful bidder **OR**
2. The end of the bid validity period, including extended period (if any) **OR**
3. Receipt of the signed contract from the selected Bidder,  
**whichever is earlier.**

4.7.6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and submission of Performance Bank Guarantee by the bidder.

4.7.7. In case the acceptance of equipment is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank.

4.7.8. The bid security (EMD) may be forfeited:

1. If a Bidder withdraws its bids during the period of bid validity.
2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
3. In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.
4. Further, the bidder would be banned for a period of 3 years from subsequent bidding in any of the Bank's tenders.

#### 4.8. Period of Validity of Bids

4.8.1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from date of closure of this RfP.

4.8.2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

- 4.8.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

**4.9. Deadline for submission of Bids**

- 4.9.1. The bids must be received by the Bank at the specified address not later than **the date specified in “Critical Information” section.**
- 4.9.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 4.9.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**4.10. Late Bids**

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

**4.11. Modification And/ Or Withdrawal of Bids:**

- 4.11.1. The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- 4.11.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 4.11.3. No bid may be modified or withdrawn after the deadline for submission of bids.
- 4.11.4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

**4.12. Opening of Bids by the Bank**

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

#### 4.13. Documents to be submitted

##### 4.13.1. Pre-qualifications-cum-Technical Bid

The pre-qualification/minimum eligibility–cum-Technical bid consists of:

1. Bid Forwarding Letter as per **Annexure – I**.
2. Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Pre-Qualification Criteria / minimum eligibility criteria as per **Annexure – II**.
3. Technical Bid as per **Annexure - III**.
4. Masked Price Bid without indicating the price as per **Annexure –IV** should be submitted.
5. MAF as per **Annexure – V**.
6. Undertaking of authenticity – **Annexure – VI**
7. Power of Attorney for authorized signatory – **Annexure – VII**.
8. Bank Mandate Form – **Annexure –VIII**.
9. DD/ Pay Order / BG for ` **1,00,000/-** towards EMD. The BG should be as per format given in **Annexure – IX**.
10. DD/ Pay Order for ` **500/-** towards cost of tender form.
11. Non-disclosure agreement - **Annexure –X**.
12. Data sheets/printed literature of all the components being quoted.

##### 4.13.2. Commercial Bid

1. The commercial bid consists of Commercial bid as per **Annexure –IV**.

#### 4.14. Signing, Sealing and Marking of Bids

4.14.1. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. Power of Attorney of the **person** authorized to sign the bid as per format given in **Annexure - VII** is to be submitted.

4.14.2. The Bidder shall seal the bids in non-window envelopes containing the documents as under:

1. **1<sup>st</sup> Envelope (Superscribing “Tender No 400/2015/1080/BYO/ITV – Pre-qualification / Technical Bid”):**
  - a) Bid Forwarding Letter.
  - b) Pre-qualification/ Minimum Eligibility Criteria Form.
  - c) Technical Bid.
  - d) Manufacturer’s Authorisation Form (MAF).
  - e) Masked (blank) Commercial Bid
  - f) Power of Attorney
  - g) Undertaking of authenticity
  - h) Bank Mandate Form
  - i) DD/ Pay order / BG towards EMD.
  - j) DD/ Pay order towards tender form cost and
  - k) Non-disclosure Agreement.

**Note:**

The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.

2. **2nd Envelope (Superscribing “Tender No 400/2015/1080/BYO/ITV – Commercial Bid”):**

a) Commercial bid

4.14.3. Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Bid for – RfP No. 400/2015/1080/BYO/ITV”.

4.14.4. All the individual envelopes must be super-scribed with the following information as well:

1. Name of the bidder, Contact Name, Number and e-mail id.
2. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

4.14.5. **Important**

Bidders must take the following points into consideration during preparation and submission of bids.

1. Authorized signatory on whose behalf power of attorney is issued must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. The RfP is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

4.14.6. The envelope(s) shall be addressed to the Bank at the address given below:

The General Manager (Systems)  
Small Industries Development Bank of India  
MSME Development Center, 3rd Floor,  
Information Technology Vertical [ITV],  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (East)  
**Mumbai 400 051**

4.14.7. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

#### 4.15. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorised signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

#### 4.16. Public Procurement Policy on Micro and Small Enterprises (MSEs)

- 4.16.1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 4.16.2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 4.16.3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- 4.16.4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 4.16.5. The bidder to note that, in the current RfP splitting of order is not applicable.

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## 5. Pre-Qualification Criteria [Minimum Eligibility Criteria]

The bidder to satisfy the following pre-qualification criteria.

S.N	Criteria	Proof to be Submitted
1	The bidder should be a registered company incorporated in India, registered under Company act 1956.	Copy of registration certificate to be enclosed.
2	The bidder should be Original Equipment Manufacturer [OEM] or authorized partner of OEM. <i>[In case of authorized partner of OEM the bidder should submit Manufacturer Authorisation Form as per format given in Annexure.]</i>	MAF as per format given in <b>Annexure-V</b> , to be submitted.
3	The bidder should be in the business of supply, installation, configuration, maintenance and support of firewall and other security appliances for <b>least five [5] years</b> as on date of this tender.	Proof of same to be attached by way of purchase order OR Project Completion Certificate from the customer by mentioning the time frame clearly etc.
4	The bidder should have at least one certified engineer on OEM technology for the product proposed in response to the RfP, at Mumbai.	Details of the engineers along with the copy of certification of engineer to be attached.  Further, the bidder to submit certificate /undertaking indicating that the engineer is currently on the roles of the company and located at Mumbai.
5	The bidder should have a minimum average annual turnover of `10 crore over the last three (3) financial years.	Supporting the fact the bidder should furnish CA certificate for last three years ending March' 2014.
6	The bidder should have positive networth and cash profit [i.e., no cash loss] in 2 years out of last 3 years.	
7	The Bidder should have supplied and maintained firewall from the same OEM in at least one customers in BFSI** sector in the last 5 years.	Proof of same to be attached by way of purchase order OR Project Completion Certificate from the customer by mentioning the time frame clearly etc.
8	The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number.	Copies of Sales Tax / VAT / Service tax / PAN to be enclosed.
9	The OEM should be in the business of firewalls in India for at-least five [5] years as on date of this tender i.e. December, 2014.	Certification / Undertaking letter from OEM to be submitted.
10	The proposed firewall OEM should feature in the Gartner's Magic Quadrant for <b>Enterprise Network Firewalls</b> under the "leaders" or "challengers" quadrant for last TWO years.	Proof of same to be attached.
11	The bidder <b>MUST HAVE SUPPORT CENTER</b> at Mumbai.	Detailed address with contact details of support center at Mumbai to be submitted.
12	The bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies.	Declaration to be provided by the bidder on the letter head.

**Note:**

1. Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.
2. **\*\*Scheduled commercial banks in public or private sector / All India FIs / Insurance Companies will be considered under BFSI.**

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## 6. Evaluation Methodology

### 6.1. Clarification of bids

- 6.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 6.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
- 6.1.3. Any deviations from the specifications should be clearly brought out in the bid.
- 6.1.4. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

### 6.2. Preliminary Examinations

- 6.2.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 6.2.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 6.2.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.

Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation.

The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

- 6.2.4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

- 6.2.5. The bidder should satisfy the pre-qualification criteria as specified in the tender.

### 6.3. Technical Evaluation

- 6.3.1. Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 6.3.2. SIDBI will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are

substantially responsive. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.

- 6.3.3. During Technical evaluation the Bank at its discretion can ask the bidders for the demonstration / POC of all or some components/ features and components of the hardware items quoted by them.

However, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration / POC.

- 6.3.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

- 6.3.5. Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

#### 6.4. Commercial Evaluation

- 6.4.1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation.

- 6.4.2. Bidders who do not qualify the technical evaluation will not be invited for opening of commercials.

- 6.4.3. SIDBI will award the contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1).

- 6.4.4. L1 would be based on TCO for six years i.e. **X+Y** where:

- I. Cost of solution as per specifications given in Annexure –III, inclusive of all taxes and back to back warranty from OEM = **X**.
- II. AMC of firewall as per specifications given in Annexure –III for a period of three years (inclusive of all taxes) at present values = **Y**.

The Present Value (PV) for the AMC component per year will be calculated as per the following formula:

$$\frac{C}{(1+r)^n}$$

Where:

- 'C' is the annual AMC amount of each year.
- 'r' is Banks PLR which is presently at 12.75%.
- 'n' is number of years, i.e. 'n' is 4 for 1st year, 5 for 2nd year and 6 for 3<sup>rd</sup> year of AMC.

III. **L1 = X+Y**

#### 6.5. Arithmetic errors correction

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

- 6.5.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.

- 6.5.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 6.5.3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 6.5.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

#### **6.6. Award of Contract**

The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.

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## 7. Special Terms and Conditions

### 7.1. Price

- 7.1.1. Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, back to back support with OEM during warranty/AMC, insurance costs, training etc., till **the bid validity period**.
- 7.1.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 7.1.3. Octroi, alone, if applicable, will be reimbursed as at actual, on production of the original octroi paid receipt in the name of the Bank.
- 7.1.4. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.
- 7.1.5. No other cost whatsoever will be paid by SIDBI.

### 7.2. Terms of Payment

The standard payment terms of SIDBI are given below:

- 7.2.1. 50% payment after delivery and verification of items and on submission of duly signed in delivery challans. The vendor has to claim octroi paid, if any along with this payment.
- 7.2.2. 40% payment on submission of implementation document, installation, configuration, migration of policies, training to users etc
- 7.2.3. 10% payment after satisfactory working for a period of one week and complying with the acceptance criteria, submission of performance Bank Guarantee equivalent to 10% of the contract value and back to back warranty certificate from OEM valid for a period of three years from date of acceptance and removal of buyback items from site.  

The BG shall be valid for a period of 36 MONTHS from the **date of acceptance** with invocation period of additional THREE months beyond expiry of warranty i.e, 36 months + 3 months. The performance bank guarantee should be as per the format given in **Annexure –XII**.
- 7.2.4. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT.  

Hence, Bidder to submit Bank Mandate Form (as per Annexure –VIII) along with cancelled cheque in original with technical bid.
- 7.2.5. Bidder will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI officials, proof of back-to-back warranty arrangement certificate while claiming the appropriate payment.
- 7.2.6. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be 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.
- 7.2.7. TDS, if any, will be deducted while releasing the payment.
- 7.2.8. All Payments will be made to the Bidder in Indian Rupee only.

7.2.9. All payments will be released within 4 / 5 weeks of receiving the undisputed invoice.

7.2.10. **Payment during AMC** - 100% on submission of back to back agreement from OEM and PBG for 10% of the AMC value valid for a period of one year with additional 3 months towards invocation period.

### 7.3. **Penalty for Default Delivery**

7.3.1. If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 1% of the order value for the late delivered item for each week delay or part thereof, subject to maximum of 10% of value of the late delivered items.

7.3.2. In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by way of damages, loss or otherwise.

If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank.

### 7.4. **Warranty and AMC**

#### 7.4.1. **Warranty**

1. The warranty of entire equipments / hardware (including OS) & software deployed for this project shall be onsite, comprehensive, **back to back from OEM** with NBD replacement of hardware for a period of 3 years (36 months) from the date of acceptance.
2. The bidder will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software. The bidder will provide support for hardware and pre-installed software components including operating system during the warranty period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.
3. The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
4. The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
5. The warranty should cover all parts including updates, upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 36 months from the date of acceptance by the Bank at no cost to Bank.
6. The bidder shall guarantee an uptime of 99.5% for the equipment, during warranty and also during AMC, if contracted, which shall be calculated on monthly basis.
7. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/resolution within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the firewall. "Restoration" is the condition when the selected bidder demonstrates that the firewall is in working order and the Bank acknowledges the same.
8. The Downtime calculated shall not include any:
  - a) Failure due to bank (Power, Network etc.)
  - b) Preventive maintenance activity and

c) Force Majeure.

However bidder shall inform the Bank 7 days in advance before doing preventive maintenance or pre-planned activity.

9. The percentage uptime is calculated on monthly basis (24 hours a day).
10. If the bidder fails to maintain guaranteed uptime of 99.5%, the Bank shall impose penalty as mentioned below.
11. Vendor's hardware engineer will report at SIDBI offices within '**TWO HOURS**' for **[Call-to-Reponse]** of reporting of breakdown through telephone/ email / portal or Fax or courier at the vendor's office as per call logging and escalation matrix. Vendor shall resolve the issue within '**FOUR HOURS**' **[Call-to-Resolution]** of its reporting.
12. Call will be deemed as call closure if a hardware or part thereof of similar or higher configuration is provided within the Call-to-Resolution.
13. The performance would be measured as under on monthly basis:

$$\text{Performance (\%)} = \frac{\text{(Total contracted minutes in a month – downtime Minutes within contracted minutes in a month)}}{\text{Total contracted minutes in a month}} \times 100$$

14. Penalty for shortfall in Performance Compliance Level: Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in Performance	Penalty (% of the contract value of the equipment)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=8%	8
>8% and <=10%	10

15. The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee.
16. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
17. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank.
18. In case equipment is taken away for repairs, the bidder shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.
19. If during operation, the down time of any piece of equipment or component thereof exceeds the agreed Call-To-Resolution time, the Supplier shall provide standby equipment of the same or higher configuration at no cost to the Bank till the original equipment is repaired and made operational.
20. In case some equipment is declared by the bidder as beyond repairs, the bidder shall provide a new replacement equipment of the same of higher configuration from the same OEM with prior approval of the bank.

21. Free on-site maintenance services shall be provided by the bidder during the period of warranty.

**7.4.2. Annual Maintenance Contract**

1. The selected bidder will enter into comprehensive onsite AMC (Annual Maintenance Contract) with the bank, if so desired by the bank, for post warranty maintenance after the expiry of the 3 years warranty period. However, the bank will be having right to go with any other vendor for AMC.
2. The AMC charges for the equipment for 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> year shall not exceed the rates finalized at the time of purchase.
3. The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
4. AMC should cover the total equipment along with software etc procured from the vendor & minimum of 2 Preventive Maintenance calls during the year as per the requirement of the bank.

In the case of authorized/ channel partners, AMC charges shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, upgrades for providing AMC support for period.

5. The penalty terms during AMC would be same as warranty as specified above.
6. The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 6 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.
7. If during the warranty and AMC period, any hardware and/or software items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the bidder at no additional cost to the Bank.

7.4.3. To periodically update bank on new features as and when released by the OEM through technical sessions, trainings etc.

7.4.4. The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.

7.4.5. Further provided that the Bank may, during the currency of the warranty/AMC, shift the equipment to other location(s) within the Country and in such case the bidder undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank. The charges towards shifting would be borne by the Bank.

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## 8. General Terms and Conditions

### 8.1. Definitions

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

- 8.1.1. "The Bank", "SIDBI" means Small Industries Development Bank of India (SIDBI);
- 8.1.2. "Bidder", "Vendor", "Supplier" means the respondent to the RFP document.
- 8.1.3. "RFP" or "Tender" or "RfP" or 'Bid document' means the 'Request for Proposal document.
- 8.1.4. "Bid" may be referred to as 'Offer'.
- 8.1.5. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / MSME Development Centre / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 8.1.6. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 8.1.7. "The Goods" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 8.1.8. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 8.1.9. "The Project Site" means MSME Development Centre, 3<sup>rd</sup> Floor, Small industries Development Bank of India.

### 8.2. Use of Contract Documents and Information

- 8.2.1. The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 8.2.2. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

### 8.3. Subcontracts

The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract.

### 8.4. Technical Information

- 8.4.1. The Bidder should strictly quote for the Brand/ Model complying with technical specifications given in [Annexure – III](#).
- 8.4.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 8.4.3. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of



6 years including warranty period and post warranty maintenance (AMC). The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. Bank shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.

8.4.4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.

8.4.5. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/ without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

### 8.5. Acceptance

8.5.1. The acceptance / performance test will be performed after completion of installation of all the equipments at the location. Complete hardware and Software as specified in the tender must have been supplied & installed properly by the Bidder prior to acceptance of the same. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.

8.5.2. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.

8.5.3. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made by the bank to the bidder.

8.5.4. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective hardware items.

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

8.5.6. Acceptance test criteria for all the h/w items are given below:

S.N	Nature of activity	Remarks
1	Physical Delivery of the hardware items as per the PO and hardware configuration.	The bidder has to deliver and install the items mentioned in the PO at Mumbai along with all the accessories, CDs/DVDs, manuals etc.
2	Configuration and Installation	The bidder will configure the equipment as per scope of work, integrate the same with existing network and transfer / migration of all the policies from existing firewall.
3	Features demonstration	The bidder has to demonstrate all the

S.N	Nature of activity	Remarks
		feature to SIDBI officials.
3	Installation-cum-Acceptance Certificate.	As a confirmation to the above activities mentioned at Sr. 1, 2 & 3, bidder shall obtain Installation-cum-acceptance certificate as per <b>Annexure – XI</b> duly signed by SIDBI officials after 1 week of successful operation of the equipment. The installation-cum-acceptance certificate to be submitted at the time of claiming final payment.

#### 8.6. Acceptance Date

Bidder shall submit all the duly signed Installation-cum-Acceptance Certificates at Bank's Mumbai office. Accordingly, the warranty period of 3 years starting from the **date of acceptance**, shall be determined and conveyed to the bidder in writing.

The back to back warranty certificate from OEM should be from date of acceptance.

#### 8.7. Governing language

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

#### 8.8. Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

8.9. **Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

8.10. **Compliance in obtaining approvals/ permissions/ licenses:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

### 8.11. Performance security

- 8.11.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value and valid for WARRANTY period + THREE months (invocation period) from the date of acceptance.

The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank.

- 8.11.2. Since the validity of the BG is linked to the warranty/ acceptance of the hardware, the bidder shall submit the BG only after getting the confirmation from the Bank about the acceptance & warranty period.

### 8.12. Insurance

- 8.12.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.

- 8.12.2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.

- 8.12.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier

- 8.12.4. Should any loss or damage occur, the Bidder shall
1. Initiate and pursue claim till settlement, and
  2. Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

### 8.13. Delivery and Installation Schedule

- 8.13.1. The Bidder should deliver the goods within SIX WEEKS FROM THE DATE OF PURCHASE ORDER.

- 8.13.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.

- 8.13.3. Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.

- 8.13.4. The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI

- 8.13.5. The Bidder shall install the goods and integrate with existing network within THREE weeks from the date of delivery of the equipment at respective location.

- 8.13.6. The Bidder to explain the Bank officials the details of all the features and functionality of the solution.

- 8.13.7. After completion of installation the bidder should obtain sign-off on the Installation-cum-Acceptance certificate as per Annexure –XI from the Bank official at respective locations. SIDBI will carry out acceptance of hardware as per acceptance test plan.
- 8.13.8. Installation will be treated as incomplete in one/all of the following situations:
1. Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
  2. Non-delivery of supporting documentation.
  3. Delivery, but no installation of the components and/or software.
  4. Improper integration, configuration and migration of policies.
  5. System operational, but unsatisfactory to the Bank.
- 8.13.9. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 8.13.10. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- 8.13.11. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in General Terms and Conditions
- 8.13.12. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

**8.14. Delivery and Installation Locations:**

The equipment to be delivered , installed and maintained (including support) at the following location:

Small Industries Development Bank of India [SIDBI]  
MSME Development Center  
3<sup>rd</sup> Floor, Information Technology Vertical  
Plot No.C-11, G Block  
Bandra Kurla Complex, Bandra (E)  
**Mumbai - 400051**  
Contact: Shri C R Prasad, Phone No: 022-67531238, crprasad@sidbi.in

**8.15. Delivery and Documents:**

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

- 8.15.1. Original copy of the delivery challan.duly signed challan with name, designation, date and seal of the office concerned affixed.
- 8.15.2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- 8.15.3. Inspection Certificate issued by the nominated inspection agency and the Supplier's factory inspection report and Quality Control Test Certificates, if any.

**8.16. Inspections and tests**

- 8.16.1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:

1. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Bank / Bank's Consultants /Testing Agency. The supplier should intimate the Bank before dispatch of goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.
  2. Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
  3. In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
- 8.16.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 8.16.3. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
- 8.16.4. On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the Bank.

#### **8.17. Order for Optional Items**

The bank reserves the right to place order for optional items (if applicable) for which rate contract is obtained at any time during the period of contract (i.e. 6 years). No additional cost whatsoever other than the cost contracted would be paid. However, service tax, if any would be paid on actual at the rate prevailing in the respective year.

#### **8.18. Change / Modification in Delivery Locations**

Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed price if bank request. The Warranty/AMC should be applicable to the altered locations also.

#### **8.19. Forfeiture of performance security**

The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

#### **8.20. No Commitment to Accept Lowest or Any Offer**

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

#### **8.21. Conditional Bids**

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

#### **8.22. Contacting the Bank**

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

#### **8.23. Taken / Brought over of Company**

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

#### **8.24. No Employer – Employee Relationship**

The selected bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

#### **8.25. Termination**

- 8.25.1. Prior to the delivery of the hardware items, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
- 8.25.2. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  1. Failure of the successful bidder to accept the contract;
  2. Delay in offering equipments for pre-delivery Inspection;
  3. Delay in delivery beyond the specified period;
  4. Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
  5. Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and
- 8.25.3. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

## 8.26. Patent Rights

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

## 8.27. Corrupt and fraudulent practice

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

- 8.27.1. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 8.27.2. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.
- 8.27.3. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 8.28. Waiver

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

## 8.29. Violation of terms

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

## 8.30. Confidentiality

This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI. The Bidders shall submit a non-disclosure agreement as per **Annexure -X** on non-judicial stamp paper of appropriate value at the time of submission of bids.

In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

### **8.31. IPR Infringement**

As part of this project, bidder / service provider will deliver different software, if the use of any such software by / for SIDBI, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

### **8.32. Limitation of liability**

Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision in Clause 8.38 hereinbelow, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

### **8.33. Rights to Visit**

All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

### **8.34. Audit**

The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

### **8.35. Grievances Redressal Mechanism**

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



### 8.36. Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

### 8.37. Right of Publicity

Any publicity by the Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.

### 8.38. Indemnity

- 8.38.1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
- 8.38.2. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
- 8.38.3. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
- 8.38.4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- 8.38.5. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
- 8.38.6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- 8.38.7. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
- 8.38.8. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
- 8.38.9. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 8.38.10. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
  1. Notifies the Bidder in writing; and
  2. Cooperate with the bidder in the defense and settlement of the claims.
- 8.38.11. The Bidder shall not be liable for defects or non-conformance resulting from:
  1. Software, hardware, interfacing not approved by Bidder; or
  2. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.

3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
4. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

### 8.39. Force majeure

- 8.39.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding

obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

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

### 8.40. Resolution of Disputes

It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

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

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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## 9. Annexures

- 9.1. Bid Forwarding Letter – [Annexure – I.](#)
- 9.2. Pre-qualification/ Minimum Eligibility Criteria – [Annexure – II.](#)
- 9.3. Technical Bid – [Annexure – III.](#)
- 9.4. Commercial Bid - [Annexure – IV.](#)
- 9.5. Manufacturer's Authorisation Form - [Annexure – V.](#)
- 9.6. Undertaking of Authenticity - [Annexure – VI.](#)
- 9.7. Power of Attorney Format – [Annexure – VII.](#)
- 9.8. Bank Mandate Form - [Annexure – VIII.](#)
- 9.9. Bank Guarantee towards EMD Format– [Annexure –IX.](#)
- 9.10. Non-disclosure Agreement Format – [Annexure –X.](#)
- 9.11. Installation-cum-Acceptance Certificate – [Annexure –XI.](#)
- 9.12. Performance Bank Guarantee Format – [Annexure – XII.](#)

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**Annexure - I**

**Bid Forwarding Letter**  
**(To be submitted on Vendor's letter head)**

Date:

The General Manager (Systems)  
Small Industries Development Bank of India,  
3rd Floor, MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai - 400 051**

Dear Sir,

**Procurement of Next Generation Enterprise Firewall**

We, the undersigned, offer to submit our bid in response and accordance with your tender No. 400/2015/1080/BYO/ISD dated January 22, 2015. Having examined the tender document including all annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 90 days from the date of last day for submission of offer (Bid). If our offer is accepted, we undertake to provide Service support for the hardware supplied as per the above referred RFP, during warranty of 3 years and AMC of 3 years, if contracted.

The Warranty and AMC would be back to back from OEM and would start from date of acceptance of the solution by the Bank.

The price quoted by us includes back to back 3 years warranty and 3 AMC with OEM.

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that the Bank is not bound to accept any proposal it receives.

We remain,

Yours sincerely,

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

**Annexure -II**

**Pre-Qualification / Minimum Eligibility Criteria**  
(Tender No.:400/2015/1080/BYO/ITV Dated January 22, 2015)

S.N.	Minimum Eligibility Criteria	Bidder's response
<b>A</b>	<b>General and Financial</b>	
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company <i>[Government/PSU/Pub. Ltd / Pvt. Ltd / partnership / proprietary]</i>	
4	Registration No. and date of registration.	
a	Copy of <i>Registration Certificate to be enclosed (Yes / No)</i>	
5	<b>Address of Registered Office with contact numbers</b>	
a	Address	
b	Land Line No.	
c	Fax No.	
d	Mail Id.	
6	<b>Address of Local Office at Mumbai with contact numbers [phone /fax/mail]</b>	
a	Address	
b	Land Line No.	
c	Fax No.	
d	Mail Id.	
7	PAN No. Copy of PAN enclosed (Yes/No)	
8	Sales Tax / VAT / Service tax registration certificate Copy of Sales Tax / VAT / Service Tax certificate enclosed. (Yes / No)	
9	OEM or Authorized Partner of OEM. MAF from OEM as per format given in Annexure -V enclosed. (Yes /No)	
10	No of Years of experience in supply, installation, configuration and maintenance of firewall and other security appliances. Proof by way of purchase order or work completion order to be attached.	
11	Whether the Bidder have supplied and maintained firewall from same OEM (which is proposed in current tender) in at least one customers in BFSI <sup>2</sup> sector in the last 5 years. (Yes/No) Proof by way of purchase order or work completion order to be attached.	
12	Whether the bidder has engineers certified on the OEM technology proposed in this tender. (Yes/No)	
a	Details of bidders engineers certified on the products proposed to SIDBI.	
b	Copy of certificate of the engineer along with	

S.N.	Minimum Eligibility Criteria	Bidder's response
	declaration from the bidder that engineer is currently in roles of company submitted. (Yes/No)	
13	<b>Contact Details of Bidder's authorized representative to make commitments to SIDBI. Power of attorney at per format given in Annexure – to be submitted.</b>	
a	Name	
b	Designation	
c	Land Line No.	
d	Mobile No.	
e	Fax No.	
f	Mail Id	
14	<b>Financials</b>	
	<b>Parameter</b>	<b>FY</b>
a	Annual Turnover	2011 - 2012
		2012 - 2013
		2013 - 2014
b	Cash Profit	2011 - 2012
		2012 - 2013
		2013 - 2014
c	Net worth	2011 - 2012
		2012 - 2013
		2013 - 2014
d	<b>CA certificate submitted. (Yes / No)</b> <b>PI. do not attach balance sheets.</b>	
15	<b>Support Center at Mumbai</b>	
a	Whether bidder has support center at Mumbai. (Yes/No)	
b	<b>Address and Contact Details of support center at Mumbai</b>	
(i)	Address of support centre	
(ii)	Contact No.	
(iii)	Mail Id.	
16	<b>OEM Details</b>	
a	Name of OEM	
b	<b>Address of OEM's office in Mumbai.</b>	
(i)	Address of support centre	
(ii)	Contact No.	
(iii)	Mail Id.	
c	<b>Contact Details of OEM</b>	
(i)	Name	
(ii)	Designation	
(iii)	Mobile No.	
(iv)	Fax No.	
(v)	Mail Id	
(vi)	OEM Support Center at Mumbai. (Yes/No)	
d	<b>Address and contact details of OEM support center at Mumbai.</b>	
(i)	Address of support centre	
(ii)	Contact No.	
(iii)	Mail Id.	
e	Whether OEM is featuring in the Gartner's Magic Quadrant for Enterprise Network Firewalls under the leader or challengers	



S.N.	Minimum Eligibility Criteria	Bidder's response
	quadrant for last two years. (Yes/No)	
	Attach Gartner report for last two years	

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

**Note**

*Bidder response should be complete with all relevant documents attached..*

*Documentary proof, sealed and signed by authorized signatory, must be submitted*

*Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.*

*SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.*

*Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.*

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**Technical Bid**

(RfP No.: 400/2015/1080/BYO/ITV Dated January 22, 2015)

SIDBI intends to procure comprehensive security solution consisting of firewall with integrated IPS, Anti BoT, IPsec VPN, Bandwidth Management, Application Control and user awareness along with reporting and management for its datacenter. The firewall and reporting appliance should be separate. Management module should be separate or inbuilt. All the components forming the solution should be from same OEM. Licensing of all the components forming the solution should be device based.

Bidder to ensure not to quote end of sale or end of support products.

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
<b>A.</b>	<b>General Requirements</b>		
1	The appliance should support Firewall, IPS, IPsec VPN, Bandwidth Management and Anti BOT as integrated security solution.		
2	The solution should have separate or inbuilt management solution. In case of separate management solution the same should be on a separate appliance and the same needs to be integrated with firewall.		
3	The solution should have separate reporting solution which should be on separate appliance and needs to be integrated with the firewall.		
4	The firewall appliance should have User Awareness Capabilities		
5	The firewall appliance should support Application control functionalities.		
6	The firewall appliance should support Secure Remote access to corporate application over the internet.		
7	The firewall appliance should support for Active-Active and Active-Passive as High Availability option.		
8	In case of Active/Active the appliance should support Load Balancing.		
9	The Licensing for all the components forming the solution should be a per device and not user/IP based (i.e. should support unlimited users)		
10	The firewall appliance should support IPv4 and IPv6 from day one.		
11	The firewall appliance should have IPv6 forum ready logo with phase2 certification.		
12	The appliance should support VOIP traffic filtering.		
13	The Firewall appliance Architecture should be on multiple core/tire CPU or ASIC based.		
14	The communication between Firewall System and management & reporting solution should		



S.N.	Minimum Specifications	Bidders Response	Deviations, if any
	be encrypted with SSL or PKI.		
15	The Firewall system should have a provision to handle the bandwidth management. It should offer the Bandwidth Management for every TCP, IPSEC, & VoIP protocols with attributes of Minimum Committed Bandwidth per protocol; Maximum Bandwidth per protocol; Priority for the queues etc.		
16	The Firewall system should support the IPsec VPN for both Site-Site & Remote Access VPN.		
17	The Firewall system should support virtual tunnel interfaces to provision Route-Based IPsec VPN.		
18	The firewall system should have at least 100 GB local hard-disk.		
19	The Firewall & Integrated IPSEC VPN Applications should be ICSA Labs certified for ICSA 4.0, FIPS 140-2 certified.		
20	Integrated IPS should be NSS Recommended.		
<b>B. Hardware and Interface Requirements</b>			
1	The firewall appliance must be supplied with at least 8 numbers of 10/100/1000 Mbps interfaces on Copper from day one.		
2	The firewall appliance should support at least 10 numbers of 10GBase-F SFP+ Ports for future up-gradation. The up-gradation would be carried out by addition of card (if applicable) along 10 GE SFP+ transceiver modules.		
3	The firewall appliance should have Console port and USB Port(s).		
5	The firewall appliance should support VLAN tagging (IEEE 802.1q)		
6	The firewall appliance should support Link Aggregation functionality to group multiple ports as single port.		
7	The firewall appliance should support Ethernet Bonding functionality for Full Mesh deployment architecture.		
8	The firewall appliance should be rack mountable. Applicable rack mount kit to be provided by the bidder.		
9	The firewall appliance should have redundant power supplies.		
<b>C. Throughput and Connections</b>			
1	The Firewall Throughput for IMIX ( Real World Internet MIX traffic with 64, 512, 1500 Bytes packets with TCP and UDP queries and DNS requests) should be at least 20 Gbps.  <i>The common metric used by SIDBI is IMIX throughput, which should be 20Gbps. Hence, all bidders to quote for IMIX throughput only.</i>		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
2	The Integrated IPS throughput should be at least 5 Gbps with all protections enabled for IMIX traffic.		
3	The VPN AES throughput should be at least 10 Gbps.		
4	The appliance must support at least 15 Mi concurrent connections.		
5	The appliance must support at least 1,50,000 new connections per second.		
6	The appliance should support at least 100 VLAN.		
<b>D. Network Protocols/Standards Support Requirements</b>			
1	The appliance should support at least 200 protocols.		
2	The Firewall should support the deployment in Routed as well as Transparent Mode		
3	The Firewall must provide NAT functionality, including dynamic and static NAT translations.		
4	The Firewall should provide advanced NAT capabilities, supporting all applications and services-including H.323 and SIP based applications		
5	The Firewall must provide (should be in roadmap of OEM within next 6mths) NAT64 functionality for IPv6.		
6	All Internet based applications should be supported for filtering like Telnet, FTP, SMTP, http, DNS, ICMP, DHCP, ARP, RPC, SNMP, Lotus Notes, Ms-Exchange etc		
7	The Local access to the firewall modules should support authentication protocols – RADIUS & TACACS+		
8	The Firewall should support authentication protocols like LDAP, RADIUS and have support for firewall passwords, smart cards, & token-based products like SecurID, LDAP-stored passwords, RADIUS or TACACS+ authentication servers, and X.509 digital certificates.		
9	The IPsec VPN should support the Authentication Header Protocols – MD5 & SHA		
10	The IPsec ISAKMP methods should support Diffie-Hellman Group 1,2,5,14 & 19, MD5 & SHA Hash, 3DES/AES-256 Encryption of the Key Exchange Material and algorithms like RSA-1024 / 1536		
11	The IPsec encryption should be supported with 3DES, AES-128 & AES-256 standards		
12	The IPsec should have the functionality of PFS and NAT-T		
13	The Firewall should support PKI Authentication with PKCS#7 & PKCS#10 standards		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
14	The firewall should support dynamic routing protocols like BGP4, OSPF, RIPv1 &2 etc. Multicast Tunnels, DVMRP protocols		
15	The Firewall should support the multicast protocols as a multicast host, by participating in DVMRP, IGMP , PIM-DM / PIM-SM		
16	It should support the filtering of TCP/IP based applications with standard TCP/UDP ports or deployed with customs ports		
17	The Firewall must provide state engine support for all common protocols of the TCP/IP stack		
18	The Firewall must provide filtering capability that includes parameters like source addresses, destination addresses, source and destination port numbers, protocol type etc.		
19	The Firewall should be able to filter traffic even if the packets are fragmented.		
20	It should support the VOIP Applications Security by supporting to filter SIP, H.323, MGCP and Skinny flows.		
21	It should be able to block Instant Messaging like Yahoo, MSN, ICQ, Skype (SSL and HTTP tunnelled)		
22	It should enable blocking of Peer-Peer applications, like Kazaa, Gnutella, Bit Torrent, IRC (over HTTP)		
23	The Firewall should support database related filtering and should have support for Oracle, MS-SQL, and Oracle SQL-Net etc.		
24	The firewall should support CLI & GUI based access to the firewall modules		
25	Local access to firewall modules should support role based access		
26	QoS Support [Guaranteed bandwidth, Maximum bandwidth, Priority bandwidth utilization, QOS weighted priorities, QOS guarantees, QOS limits and QOS VPN]		
<b>E. Integrated IPS Feature Set</b>			
1	Integrated IPS functionality should be available as an Integrated feature that can be activated and de-activated as and when required.		
2	IPS should have the functionality of Software Fail Open.		
3	IPS Software Fail Open functionality can be defined in terms of Gateway Threshold of Memory or CPU and should have an option to trigger the mail if required. (Optional)		
4	The IPS should be constantly updated with new defenses against emerging threats.		
5	IPS updates should have an option of Automatic downloads and scheduled updates so that it can be scheduled for specific days		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
	and time. (Optional)		
6	Should have flexibility to define newly downloaded protections will be set in Detect or Prevent mode. (Optional)		
7	Activation of new protections based on parameters like Threat severity etc.		
8	IPS Engine should support Vulnerability and Exploit signatures, Protocol validation, Anomaly detection, Behavior-based detection, Multi-element correlation.		
9	IPS profile can be defined to Deactivate protections with Severity, Confidence-level, Performance impact, Protocol Anomalies.		
10	IPS Profile should have an option to select or re-select specific signatures that can be deactivated		
11	Intrusion Prevention should have and option to add exceptions for network and services.		
12	IPS events/protection exclusion rules can be created and view packet data directly from log entries with RAW Packets and if required can be sent to packet analyzers (like Wireshark etc) for the analysis.		
<b>F.</b>	<b>User Awareness Feature Set</b>		
1	The Firewall Should support Identity Access for Granular user, group and machine based visibility and policy enforcement		
2	The Firewall should support the Identity based logging		
3	The Identity Access should be able to distinguish between employee and other like guests and contractors.		
4	Should have an option of time duration for Guests Login		
5	Should provide seamless AD Integration with multiple deployment options like Clientless, Captive Portal or Identity Agent		
6	Should support and obtain the user identity in case user is behind a proxy		
7	Identity awareness licensing should be per gateway and not restrict on the basis on users		
8	Should support redundancy, High Availability and Load Sharing		
<b>G.</b>	<b>BoT Prevention</b>		
1	The Solution should be able to Discover BoT outbreaks and APT attacks		
2	The Solution should be able to discover the BoT infected machine		
3	The Solution should be able to prevent BoT damage		
4	The Solution should have an Multi tier BoT discovery i.e Detect Comand and Control		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
	IP/URL and DNS		
5	The Solution should be able to detect Unique communication patterns used by BOTs i.e. Information about Botnet family		
6	The Solution should be able to detect attack types ie, such as spam sending click fraud or self-distribution, that are associated with Bots		
7	The Solution should be able to block traffic between infected Host and Remote Operator and not to legitimate destination		
8	The Solution should be able to provide with Forensic tools which give details like Infected Users/Device, Malware type, Malware action etc		
9	The Solution should have an option of configuring Exception		
<b>H.</b>	<b>Administration, Management and Logging/Reporting Functionality</b>		
1	Management & Reporting should be a separate dedicated Appliance		
2	Any changes or commands issued by an authenticated user should be logged to a database.		
3	Firewall Management system should also provide the real time health status of all the firewall modules on the dashboard for CPU & memory utilization, state table, total number of concurrent connections and the connections/second counter etc.		
4	Firewall must send mail or SNMP traps to Network Management Servers (NMS) in response to system failures or threshold violations of the health attributes.		
6	The Firewall administration station must provide a means for exporting the firewall rules set and configuration.		
7	Support for role based administration of firewall		
8	The Firewall administration software must provide a means of viewing, filtering and managing the log data.		
9	The Firewall logs must contain information about the firewall policy rule that triggered the log.		
10	The Solution should have an option of generating reports in Pdf, HTML formats.		
11	The solution must provide a minimum basic statistics about the health of the firewall and the amount of traffic traversing the firewall.		
<b>I.</b>	<b>Warranty / AMC and Support (OEM and Bidder)</b>		
<b>1</b>	<b>Warranty and Support</b>		
(i)	Back to back with OEM for a period of 3 years from date of acceptance.		
(ii)	NBD replacement.		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
	The replacement unit has to be shipped by OEM and the bidder should install and configure the same. Once confirmed on the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM. All charges towards replacement has to be borne by the bidder.		
(iii)	Updates and upgrades free of cost.		
(iv)	Updates and upgrades of all the components free of cost.		
(v)	24X7 support		
(vi)	L1 support from bidder and L2 and above support from OEM. L1 support includes assistance to SIDBI in the event of any issues/configuration changes etc.		
(vii)	Periodic preventive maintenance from bidder at least once in half year.		
<b>2</b>	<b>AMC and Support</b>		
(i)	Back to back with OEM for a period of 2 years from the date of expiry of warranty.		
(ii)	NBD replacement. <i>The replacement unit has to be shipped by OEM and the bidder should install and configure the same. Once conformed the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM. All charges towards replacement has to be borne by the bidder. No additional cost whatsoever would be paid by SIDBI.</i>		
(iii)	Firmware updates and upgrades free of cost.		
(iv)	Updates and upgrades of all the components free of cost.		
(v)	24X7 support		
(vi)	L1 support from bidder and L2 and above support from OEM. L1 support includes assistance to SIDBI in the event of any issues/configuration changes etc.		
(vii)	Periodic preventive maintenance from bidder at least once in half year.		
<b>J.</b>	<b>Details of Firewall quoted</b>		
<b>1</b>	<b>Firewall Details</b>		
(i)	Make		
(ii)	Model No.		
(iii)	Year and Month of release by the OEM		
(iv)	Whether declared end of sale or end of support.		
<b>2</b>	<b>Management Appliance (if applicable)</b>		
(i)	Make		
(ii)	Model No.		
(iii)	Year and Month of release by the OEM		
(iv)	Whether declared end of sale or end of		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
	support.		
<b>3</b>	<b>Reporting Appliance</b>		
(i)	Make		
(ii)	Model No.		
(iii)	Year and Month of release by the OEM		
(iv)	Whether declared end of sale or end of support.		
<b>4</b>	<b>Data Sheets of all the components quoted attached.</b>		

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

**Annexure - IV**

**Commercial Bid - cum- Price Break-up Format**  
(RfP No.400/2015/1080/BYO/ITV dated January 22, 2015)

[Amt. in ` ]

S. N.	Item Description	Qty.	Unit Price, incl. of all taxes		Total, incl. of all taxes [C=AxB]
			Figures	Words	
			[A]	[B]	
<b>A. Cost of New hardware with 3 years Warranty and Support</b>					
1	Cost of firewalls in <b>High Availability</b> cluster with three years warranty, support, training etc., and inclusive of all taxes.	01			
2	Cost of Management appliance (if any) with three years warranty, support, training etc and inclusive of all taxes.	01			
3	Cost of Reporting appliance with three years warranty, support, training etc and inclusive of all taxes.				
4	<b>Total Cost of New Hardware with 3 years Warranty and Support.</b>				
<b>B. Annual Maintenance Cost of Firewall with Support.</b>					
1	AMC of firewall cluster with support for 4 <sup>th</sup> year inclusive of all taxes.	01			
2	AMC of firewall cluster with support for 5 <sup>th</sup> year inclusive of all taxes.	01			
3	AMC of firewall cluster with support for 6 <sup>th</sup> year inclusive of all taxes.	01			
4	<b>Total Cost of 3 years AMC of firewall with Support</b>				
<b>C. Annual Maintenance Cost of Management appliance with Support</b>					
1	AMC of management appliance (if applicable) with support for 4 <sup>th</sup> year inclusive of all taxes.				
2	AMC of management appliance (if applicable) with support for 5 <sup>th</sup> year inclusive of all taxes.				
3	AMC of management appliance (if applicable) with support for 6 <sup>th</sup> year inclusive of all taxes.				
4	<b>Total Cost of 3 years AMC of management appliance with Support</b>				



S. N.	Item Description	Qty.	Unit Price, incl. of all taxes		Total, incl. of all taxes [C=AxB]
			Figures	Words	
			[A]	[B]	
<b>D. Annual Maintenance Cost of Reporting appliance with Support</b>					
1	AMC of reporting appliance with support for 4 <sup>th</sup> year inclusive of all taxes.				
2	AMC of reporting appliance with support for 5 <sup>th</sup> year inclusive of all taxes.				
3	AMC of reporting appliance with support for 6 <sup>th</sup> year inclusive of all taxes.				
4	<b>Total Cost of 3 years AMC of reporting appliance with Support</b>				
<b>E. Buyback Details</b>					
1	Buyback of Cisco 525 PIX firewall in as is where basis is.	02			
<b>F. TCO for Six Years (A4 + B4 + C4 + D4 - E1)</b>					

**Bidders are requested to note the following:**

- All the details must be provided as per format.
- Masked commercial bids must be given with technical bid.
- All the rates must be quoted in INR. The cost should be inclusive of all taxes.
- Octroi amount, if any, shall be reimbursed separately on the production of original receipt in the name of SIDBI.
- L1 would be determined on the basis of the TCO as at **S.N."F"**
- Conditional commercial bids would be rejected

Date \_\_\_\_\_ Signature of Authorised Signatory ...

Place \_\_\_\_\_ Name of the Authorised Signatory ...

Designation ...

Phone & E-mail: \_\_\_\_\_

Name of the Organisation ...

Seal ...

**Annexure V**

**Manufacturer Authorisation Format**  
**(To be submitted on OEM's letter head)**

Ref:

Date:

To  
The General Manager [Systems]  
Small Industries Development Bank of India  
MSME Development Center, 3<sup>rd</sup> Floor  
Information Services Department  
Plot No.C-11, G Block  
Bandra Kurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

**Sub: Manufacturer Authorisation for**  
**RfP No. 400/2015/1080/BYO/ISD dated January 22, 2015**

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

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.

We also confirm that we will ensure all product upgrades ( including management software upgrades and new product feature releases ) are provided by **M/s .....** for all the products quoted for and supplied to the bank during the six year product warranty and AMC period.

**<OEM Name>**

**<Authorised Signatory>**

Name:

Designation:

**Note:** This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

**Annexure - VI**

**Undertaking of Authenticity**

[to be signed by authority not lower than the Company Secretary of the Bidder]

Ref:

Date:

To

The General Manager [Systems]  
Small Industries Development Bank of India  
MSME Development Center, 3<sup>rd</sup> Floor  
Information Services Department  
Plot No.C-11, G Block  
Bandra Kurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

**Sub: Undertaking of Authenticity for  
RfP No. 400/2015/1080 /BYO/ISD dated January 22, 2015**

With reference to the firewall equipment quoted to you vide our quotation No.: \_\_\_\_\_ dated \_\_\_\_\_ in response to your **tender no. 400/2015/1080/BYO/ISD dated January 22, 2015**, we hereby undertake that all the components / parts / assembly / software used in firewall/other hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

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

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

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

Authorised Signatory

Name

Designation

Place

Date

\*\*\*\*\*

**Annexure – VII**

**Power of Attorney**  
**(To be executed on non-judicial stamp paper)**

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2015, We \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>**, **<Employee no.>**, **< Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal **No. 400/2015/1080/BYO/ISD dated January 22, 2015** for purchase of firewall and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:  
Signature of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Attested  
\_\_\_\_\_

**Annexure – VIII**

**बैंक अधिदेश फॉर्म /BANK MANDATE FORM**

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो ,उस पर सही का निशान लगाएँ।

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

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम

Name of Borrower / vendor / supplier:

\_\_\_\_\_

\_\_\_\_\_

2. विक्रेता का कूट Vendor Code (if applicable)

\_\_\_\_\_

3. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता

Address of the Borrower / vendor / supplier:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

नगर/City \_\_\_\_\_ पिनकोड Pin Code

ई-मेल आईडी /E-mail id: \_\_\_\_\_

एसटीडी कूट के साथ दूरभाष सं./Phone No. with STD code: \_\_\_\_\_

मोबाइल सं./Mobile:No.: \_\_\_\_\_

स्थायी खाता संख्या/Permanent Account Number \_\_\_\_\_

एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate; \_\_\_\_\_

(यदि लागू हो/if applicable)

**3. बैंक खाते का विवरण / Particulars of Bank account:**

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम Bank Name		शाखा का नाम Branch Name	
शाखा का स्थान Branch Place		शाखा का नगर Branch City	
पिनकोड PIN Code		शाखा कूट Branch Code	

एमआईसीआर सं . MICR No.			
खाते का स्वरूप Account type	बचत/Saving	चालू/Current	नकद उधार Cash Credit
खाता सं . Account No.	(जैसी चेकबुक में अंकित है / as appearing in the Cheque book)		
<p><b>(बैंक से आपूर्त एमआईसीआर1 चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम ,शाखा का नाम एवं कूट तथा खाता संख्या सही है ,अपने बैंक का निरस्त किया हुआ चेक संलग्न करें/</b></p> <p><b>Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b></p>			
आईएफएससी कू IFSC CODE2	आरटीजीएस अंतरण के लिए For RTGS transfer		एनईएफ़टी अंतरण के लिए For NEFT transfer

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

मैं एतद् द्वारा घोषित करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं। यदि अपूर्ण या गलत सूचना के कारण लेनदेन (भुगतान (में कोई बिलम्ब होता है या भुगतान नहीं हो पाता है ,तो मैं सिडबी / आईडीबीआई बैंक को उसके लिए उत्तरदायी नहीं बनाऊंगा। मैं यह भी वचन देता हूँ कि यदि मेरे खाते के विवरण में कोई परिवर्तन होगा ,तो मैं उसकी सूचना दूँगा ,ताकि भा.रि.बैंक के आरटीजीएस/एनईएफ़टी के माध्यम से राशि जमा किए जाने के प्रयोजन के लिए अभिलेख अद्यतन किए जा सकें।

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

स्थान/Place : \_\_\_\_\_

दिनांक/Date : \_\_\_\_\_

हस्ताक्षर

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के

Signature of the party / Authorized

Signatory

.....

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

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

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर /

Signature of the Authorized Official from the Banks)

**टिप्पणी : यदि आरटीजीएस/एनईएफ़टी संबंधी कोई प्रभार होगा ,तो उसका वहन पार्टी करेगी।**

**N.B.: RTGS/NEFT charges if any, is to be borne by the party**

**1, 2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी**

भारतीय वित्तीय प्रणाली कूट एक अक्षरांकीय/वर्णांकीय कूट है ,जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अंकों का कूट है ,जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं ,जबकि पाँचवाँ अंक नियंत्रण अंक के रूप आरक्षित है )वर्तमान में पाँचवें स्थान पर 0 है (तथा शेष अंक शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट )चुम्बकीय स्याही अंक पहचान (में 9 अंक होते हैं ,जिनसे बैंक-शाखा की पहचान होती है। भा.रि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए जाने वाले चेक पत्रकों पर आईएफएससी मुद्रित कराएँ। कोई ग्राहक भी अपनी बैंक-शाखा से संपर्क कर उस शाखा का आईएफएस कूट प्राप्त कर सकता है।

**1, 2: Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

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**Annexure –IX**

**EMD / Bid Security Form**

**(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)**

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS ..... (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (RFP) No. 400/2015/1080/BYO/ITV Dated January 22, 2015 to supply ..... (Description of Products and Services) (Herein after called the ‘the RFP’) to you.

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

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

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

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

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

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

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





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

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

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

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....

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**Annexure - X**

**Non-Disclosure Agreement**

*(Sample Format – To be executed on a non-judicial stamped paper of requisite value)*

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “**Supply and Implementation of Next Generation Enterprise Firewall solution**” as per scope defined in the **Request for Proposal (RfP) No.400/2015/1080/BYO/ITV** dated January 22, 2015 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

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

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

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

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

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

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

Yours sincerely,

---

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

---

**Annexure - XI**

**Installation-cum-Acceptance Certificate**

1	Vendor Name	
2	RfP No	400/2015/1080/BYO/ISD dated January 22, 2015
3	Purchase Order No and Date	
5	Description of equipment	
7	Date of Delivery	
8	Installation Date	
6	Serial No's of equipment installed at the location.	
	Certificate	

Name of SIDBI official : \_\_\_\_\_

Designation : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Seal :

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**Annexure -XI**

**Performance Guarantee Format**  
(Sample Format)

**TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 3rd Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ made between the vendor and the Corporation for providing services for SIDBI's 'Project Details' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.

2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Project Details' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.

3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto \_\_\_\_\_, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e \_\_\_\_\_, whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.



5. The liability under this guarantee is restricted to Rupees \_\_\_\_\_/- only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from \_\_\_\_\_, i.e. on or before \_\_\_\_\_, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.

7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before \_\_\_\_\_. Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, which ever is earlier.

We, Bank (Bank Name and Details) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

In witness where of we ..... have set and subscribed our hand and seal this .....day of .....2015 .

**SIGNED, SEALED AND DELIVERED.**

BY  
AT

IN THE PRESENCE OF      WITNESS      :

1)	Name .....
	Signature.....
	Designation.....
2)	Name .....
	Signature.....
	Designation.....

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