



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

फ़ायरवॉल समाधान की खरीद हेतु प्रस्ताव के लिए आमंत्रण
Request for Proposal for Procurement of Firewall Solution

टेंडर सं. / Tender No.	500/2022/1660/CBO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	September 13, 2021
पूर्व-बोली बैठक / Pre-Bid meeting	September 17, 2021, 1100 hours
बोली जमा करने की अंतिम तिथि / Last date for submission of bids.	October 05, 2021, 1130 hours
Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	October 05, 2021, 1530 hours

Issued By:

भारतीय लघु उद्योग विकास बैंक
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Table of Contents

1. CRITICAL INFORMATION	5
1.1. DETAILS OF CRITICAL INFORMATION.....	5
1.2. NOTE	6
2. ABBREVIATIONS	7
3. INTRODUCTION AND DISCLAIMERS	8
3.1. ABOUT SIDBI.....	8
3.2. RFP OBJECTIVE	8
3.3. INFORMATION PROVIDED	8
3.4. DISCLAIMER	8
3.5. COSTS TO BE BORNE BY RESPONDENTS	8
3.6. NO LEGAL RELATIONSHIP	8
3.7. RECIPIENT OBLIGATION TO INFORM ITSELF	9
3.8. ERRORS AND OMISSIONS.....	9
3.9. EVALUATION OF OFFERS	9
3.10. ACCEPTANCE OF TERMS AND SELECTION PROCESS	9
3.11. PROPOSAL OWNERSHIP	9
3.12. NON-TRANSFERABLE OFFER.....	9
3.13. NOTIFICATION.....	9
4. INFORMATION TO BIDDERS	10
4.1. PRE-BID MEETING.....	10
4.2. AMENDMENT TO THE BIDDING DOCUMENT	10
4.3. LANGUAGE OF BID	11
4.4. AUTHORISED SIGNATORY	11
4.5. PERIOD OF VALIDITY OF BIDS	11
4.6. DEADLINE FOR SUBMISSION OF BIDS	11
4.7. LATE BIDS.....	12
4.8. MODIFICATION AND/ OR WITHDRAWAL OF BIDS.....	12
4.9. CONFLICT OF INTEREST	12
4.10. PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs).....	12
4.11. START-UP	13
4.12. APPLICABILITY OF PREFERENCE TO MAKE IN INDIA	13
4.13. RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY	14
4.14. TENDER FORM COST	16
4.15. EARNEST MONEY DEPOSIT (EMD)	16
4.16. DETAILS OF SIDBI ACCOUNT	17
4.17. MANUFACTURER AUTHORIZATION FORM	17
4.18. UNDERTAKING OF AUTHENTICITY	17
4.19. PRE-CONTRACT INTEGRITY PACT	17
4.20. NON-DISCLOSURE AGREEMENT	18
4.21. INFORMATION SECURITY COMPLIANCE CERTIFICATE.....	18
4.22. BID CURRENCY.....	18
4.23. PRICE.....	19
4.24. CONDITIONAL BIDS	19
4.25. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER	20
4.26. CONTACTING THE BANK.....	20
4.27. DOCUMENTS COMPRISING THE BID	20
4.28. RIGHT TO REJECT BIDS	22
4.29. OPENING OF BIDS	22
5. MINIMUM ELIGIBILITY CRITERIA.....	23
6. SCOPE OF WORK.....	26
6.1. REQUIREMENT.....	26
6.2. DELIVERY, IMPLEMENTATION AND INTEGRATION	27
6.3. WARRANTY, AMC & ATS	29
6.4. ON-SITE RESOURCE.....	30

6.5.	AUDIT OBSERVATIONS AND COMPLIANCE	30
6.6.	TRAINING	30
6.7.	SHIFTING OF DC AND/OR DR	31
6.8.	USER ACCEPTANCE TESTING	31
6.9.	RESPONSIBILITY OF BANK	31
7.	SPECIAL TERMS AND CONDITIONS.....	33
7.1.	PERIOD OF CONTRACT	33
7.2.	DELIVERY AND IMPLEMENTATION SCHEDULE.....	33
7.3.	SERVICE LEVEL AGREEMENT	33
7.4.	LIQUIDATED DAMAGES (LD)	34
7.5.	TERMS OF PAYMENT	35
7.6.	TAX DEDUCTION AT SOURCE.....	35
8.	GENERAL TERMS AND CONDITIONS.....	36
8.1.	DEFINITIONS.....	36
8.2.	USE OF CONTRACT DOCUMENTS AND INFORMATION	36
8.3.	SUBCONTRACTING	37
8.4.	CHANGE IN NAME OF BIDDING COMPANY	37
8.5.	TAKEN / BROUGHT OVER OF COMPANY	37
8.6.	GOVERNING LANGUAGE	37
8.7.	OWNERSHIP OF DELIVERED SERVICES	37
8.8.	RESPONSIBILITY FOR COMPLETENESS.....	37
8.9.	APPLICABLE LAWS.....	38
8.10.	PERFORMANCE SECURITY	39
8.11.	TAXES AND DUTIES	39
8.12.	INSURANCE	39
8.13.	NO EMPLOYER – EMPLOYEE RELATIONSHIP	40
8.14.	BUSINESS CONTINUITY	40
8.15.	INTELLECTUAL PROPERTY RIGHTS	40
8.16.	CORRUPT AND FRAUDULENT PRACTICE	41
8.17.	WAIVER	42
8.18.	VIOLATION OF TERMS	42
8.19.	CONFIDENTIALITY AND NON-DISCLOSURE.....	42
8.20.	INDEMNITY	44
8.21.	LIMITATION OF LIABILITY.....	45
8.22.	VICARIOUS LIABILITY	46
8.23.	TERMINATION	46
8.24.	CONSEQUENCES OF TERMINATION.....	47
8.25.	PRIVACY AND SECURITY SAFEGUARDS.....	48
8.26.	RIGHT TO ALTER QUANTITIES.....	48
8.27.	RIGHTS TO VISIT	49
8.28.	AUDIT	49
8.29.	GRIEVANCES REDRESSAL MECHANISM	49
8.30.	CONFLICT OF INTEREST	49
8.31.	STATUTORY & REGULATORY COMPLIANCE	49
8.32.	NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS	50
8.33.	NON-ASSIGNMENT	50
8.34.	FORCE MAJEURE	50
8.35.	RESOLUTION OF DISPUTES	51
8.36.	NO THIRD PARTY RIGHTS	51
8.37.	REPRESENTATIONS AND WARRANTIES	51
9.	EVALUATION METHODOLOGY.....	54
9.1.	INTRODUCTION	54
9.2.	PRELIMINARY EXAMINATIONS	54
9.3.	CLARIFICATION OF BIDS	55
9.4.	PRE-QUALIFICATION EVALUATION.....	55
9.5.	TECHNICAL EVALUATION.....	55
9.6.	COMMERCIAL BID	55

9.7.	NORMALIZATION OF BIDS	56
9.8.	ARITHMETIC ERRORS CORRECTION	56
9.9.	AWARD OF CONTRACT	56
9.10.	NOTE	57
10.	ANNEXURES	58
10.1.	ANNEXURE -I: BID FORWARDING LETTER.....	59
10.2.	ANNEXURE –II: PRE-QUALIFICATION / MINIMUM ELIGIBILITY CRITERIA	60
10.3.	ANNEXURE –III: POWER OF ATTORNEY	64
10.4.	ANNEXURE –IV: MANUFACTURER AUTHORISATION FORMAT	65
10.5.	ANNEXURE –V: UNDERTAKING OF AUTHENTICITY.....	66
10.6.	ANNEXURE –VI: DECLARATIONS	67
10.7.	ANNEXURE –VII: LETTER OF CONFORMITY	69
10.8.	ANNEXURE –VIII: EMD / BID SECURITY FORM.....	70
10.9.	ANNEXURE –IX: NON-DISCLOSURE AGREEMENT	72
10.10.	ANNEXURE –X: BANK MANDATE FORM	73
10.11.	ANNEXURE- XI: BIDDER OF COUNTRY SHARING LAND BORDER WITH INDIA	74
10.12.	ANNEXURE -XII: UNDERTAKING BY OEM FOR LOCAL CONTENT.....	75
10.13.	ANNEXURE -XIII: SELF-DECLARATION OF MSEs AND STARTUPS	76
10.14.	ANNEXURE –XIV: PRE-CONTRACT INTEGRITY PACT	77
10.15.	ANNEXURE –XV: TECHNICAL BID.....	83
10.16.	ANNEXURE –XVI: COMMERCIAL BID	88
10.17.	ANNEXURE –XVII: STATEMENT OF DEVIATIONS	90
10.18.	ANNEXURE XVIII: DETAILS OF SUPPORT CENTRE AND SECURITY PROFESSIONALS.....	91
10.19.	ANNEXURE -XIX: INFORMATION SECURITY COMPLIANCE	92
10.20.	ANNEXURE -XX: ESCALATION MATRIX.....	93
10.21.	ANNEXURE XXI: PERFORMANCE BANK GUARANTEE	94
10.22.	ANNEXURE XXII: DATACENTER ACCESS REQUEST	97



1. Critical Information

1.1. Details of Critical Information

S.N. क्र.सं.	Details / विवरण		
1	Tender No. & issue Date / टेंडर सं. और टेंडर जारी करने की तिथि	500/2022/1660/CBO/ITV Dated 13.09.2021	
2	Brief description of tender / निविदा का संक्षिप्त विवरण	Procurement of Firewall Solution / फ़ायरवॉल समाधान की खरीद	
3	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	September 17, 2021 / सितंबर 17, 2021	1000 hours
4	Pre-Bid meeting / पूर्व-बोली बैठक	September 17, 2021 / सितंबर 17, 2021	1100 hours
	No clarifications would be given after pre-bid meeting / पूर्व बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा 		
5	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	October 05, 2021 / अक्टूबर 05, 2021	1130 hours
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	October 05, 2021 / अक्टूबर 05, 2021	1530 hours
7	Earnest Money Deposit / बयाना जमा राशि	Rs. 2.00 lakh	
	Rupees two lakh Only / रुपए दो लाख तीस हजार मात्र 		
8	Tender fee (Non-Refundable and inclusive of GST) / टेंडर मूल्य (नॉन रिफंडेबल और जीएसटी को मिलाकर).	Rs.2,360/- (Rs.2,000/- + GST Rs.360/-)	
	Rupees one thousand one hundred and eighty Only / रुपए एक हजार एक सौ अस्सी मात्र 		
9	Bid Validity from the last date of bid submission / बोली के वैद्यता, बोली जमा करने की अंतिम तिथि से	180 days from date of bid submission / बोली जमा करनेकी अंततम ततथि से 180 दन तक 	
10	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	
	Address for Pre-bid meeting, Bid Submission and bid opening / पूर्व-बोली बैठक करने का, बोली जमा करने का और बोलियां खोलने पता 		
11	The Deputy General Manager (Systems) Small Industries Development Bank of India, Overseas Towers, 2 nd Floor, 756-L, Anna Salai, Chennai – 600002 , Tamil Nadu Phone: 044 - 66636005	उप महाप्रबंधक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, ओवेरसीस टोवेर्स, दूसरी तल, 756 एल, अन्ना सलाइ, चेन्नई – 600 002 , तमिलनाडु दूरभाष: 044-66636005	
12	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण		
(i)	C R Prasad, AGM (Systems) 9029427380, crprasad@sidbi.in	सी आर प्रसाद, स म प्र (सिस्टम्स) 9029427380, crprasad@sidbi.in	
(ii)	Asish Topdar, DGM (Systems) (044) 66636023, atopdar@sidbi.in	आशिस तोपदार , उ.म.प्र (सिस्टम्स) (044) 66636023, atopdar@sidbi.in	
(iii)	Paramendra Tiwary, CTO (044) 66636002, paramendrat@sidbi.in	परमेंद्र तिवारी, सीटीओ (044) 66636002, paramendrat@sidbi.in	
टेंडर सं.: 500/2022/1660/CBO/ITV		टेंडर जारी करने की तिथि: September 13, 2021	Page: 5 of 99

1.2. Note

- 1.2.1 SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.
- 1.2.2 If a holiday is declared on the dates mentioned above, the tender shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.



2. Abbreviations

Abbreviation	Full Form
AMC	Annual Maintenance Contract
BG	Bank Guarantee
EMD	Earnest Money Deposit
GST	Goods and Service Tax
IPv6	Internet Protocol Version 6
IPv4	Internet Protocol Version 4
LAN	Local Area Network
MAF	Manufacturer Authorisation Form
NEFT	National Electronic Fund Transfer
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PoC	Proof of Concept
RfP	Request for Proposal
RMA	Return Material Authorisation
TAC	Technical Assistance Centre
TCO	Total Cost of Ownership
LD	Liquidated Damages

3. Introduction and Disclaimers

3.1. About SIDBI

3.1.1. Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities.

3.1.2. For detailed information about the bank, visit the banks website www.sidbi.in.

3.2. RfP Objective

3.2.1. Bank intends to procure appliance based firewalls in HA with Threat Protection enabled along with standalone centralised logging & reporting for its datacenter, referred to as "firewall solution". All the components forming the solution should be from same OEM.

3.2.2. The Bidder would be responsible for supply, installation, testing, commissioning, configuring, integration, migration / creation of policies as per Bank's requirement, back to back warranty/ATS with OEM, on-site support of the solution for a period of 5 years (3 years warranty and 2 years AMC/ATS).

3.2.3. The Bank has deployed Checkpoint firewalls in its environment, hence, bidder should not propose Checkpoint firewalls in this RfP.

3.2.4. Details of the tender are given in the subsequent sections of this document.

3.3. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant as on 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.

3.4. 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/gross negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

3.5. 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, presentation, POC etc., and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

3.6. No Legal Relationship

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

3.7. 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.

3.8. Errors and Omissions

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

3.9. Evaluation of Offers

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

3.10. Acceptance of Terms and Selection Process

- 3.10.1. A Recipient will, by responding to the bank for RfP, be deemed to have accepted the terms of this RfP.
- 3.10.2. Each Recipient / Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process, including payment terms mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.
- 3.10.3. All claims for functional / technical delivery made by the bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.

3.11. Proposal Ownership

All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

3.12. Non-Transferable Offer

This RfP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

3.13. Notification

SIDBI will notify all short-listed Respondents in writing / 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.

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. Clarification sought by bidder should be as per format given in **Section 4.1.7**, made in writing (Letter/e-mail) and submitted on or before the date as indicated in the '**Critical Information**' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 4.1.3. All pre-bid queries to be addressed to the bank officials as per contact details given in '**Critical Information**' section of RfP.
- 4.1.4. Pre-bid meeting will be held online through Bank's online meeting platform (i.e., Microsoft Teams). Bidder to submit a maximum of two (2) participant's names, contact numbers, designations, e-mail IDs and Company name addressed to Bank officials (refer Critical Information section of RfP). Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned in "Critical Information" section of RfP. The Bank will not be responsible for any issue in connectivity, audio/video quality etc.
- 4.1.5. 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 website (www.sidbi.in) and CPP Portal (eprocure.gov.in) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.1.6. 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 bidders'.
- 4.1.7. The format for submission of pre-bid clarifications is as under, bidder should submit the queries in below format only:

S.N.	Page No. of RfP	Section No. of RfP	Clause as per RfP	Clarification sought by Bidder
1				
2				

4.2. Amendment to the Bidding document

- 4.2.1. The Bank reserves the right of discretion to:
- (1) Amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids.
 - (2) Change, modify, add to or alter any or all of the provisions of this RfP and/or the bidding process, without assigning any reasons whatsoever.
- 4.2.2. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.

- 4.2.3. All such Changes /Corrigendum's/ Addendums and clarification, if any, related to RfP will be posted/uploaded on the bank website (www.sidbi.in) and Central Public Procurement Portal (eprocure.gov.in) only and it will become part and parcel of RfP. No individual communications would be made in this respect.
- 4.2.4. Interested Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the '**Critical Information**' Section and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications/ changes/addendums, if any, issued by the Bank will be binding on the participating Bidders and will be integral part of RfP. Bank will not take any responsibility for any such omissions by the Bidder.
- 4.2.5. 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.
- 4.2.6. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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. Authorised Signatory

- 4.4.1. The bidder should submit power of attorney as per the format given in **Annexure -III** OR a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to sign the bid documents, to discuss, sign agreements/contracts/purchase order with the bank, raise invoice and accept payments and also to correspond.
- 4.4.2. The proposal/ bid documents shall be duly signed by the authorised signatory (in whose favour power of Attorney is issued).
- 4.4.3. The bid signed by authroised signatory would be binding on the bidder company.

4.5. Period of Validity of Bids

- 4.5.1. Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in "**Critical Information**" Section, from date of closure of this RfP.
- 4.5.2. In exceptional circumstances the Bank may solicit the bidder's consent to extend period of bid validity. The request and response thereto shall be made in writing. The Bid security and price bid (if applicable) provided shall also be extended by the bidder. Any extension of validity of Bids or price (if applicable) will not entitle the Bidder to revise/modify the Bid document.
- 4.5.3. Bank, however, reserves the right to cancel the process and call for fresh quotes at any time during the period, if considered necessary without assigning any reason.

4.6. Deadline for submission of Bids

- 4.6.1. The bids must be received by the Bank at the specified address not later than the date & time specified in "**Critical Information**" section.
- 4.6.2. 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.

- 4.6.3. 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.
- 4.6.4. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.
- 4.6.5. The Bank has the right to reject any or all bids received without assigning any reason whatsoever.

4.7. 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.

4.8. Modification And/ Or Withdrawal of Bids

- 4.8.1. 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.
- 4.8.2. The bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by e-mail (scanned copy) and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 4.8.3. No bid may be modified or withdrawn after the deadline for submission of bids.

4.9. Conflict of Interest

- 4.9.1. 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.
- 4.9.2. 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.

4.10. Public Procurement Policy for Micro & Small Enterprises (MSEs)

- 4.10.1. Procurement through MSEs will be done as per the policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification No. D.L33004/99 dated March 23, 2012 and as amended from time to time.
- 4.10.2. Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 4.10.3. Purchase preference to MSEs will be given as defined in Public Procurement Policy for Micro and Small Enterprises order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent orders/notifications issued by concerned Ministry, if the bidder wants to avail the purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small enterprises.
- 4.10.4. MSEs (who are manufacturers of offered product) are exempted from paying tender form cost & EMD, subject to furnishing of valid registration certificate issued by relevant registration authority for claiming exemption. Further, MSEs bidders are required to submit self-declaration as per [Annexure-XIII](#) of RfP.

4.11. Start-up

- 4.11.1. Applicable for Indian Bidders only as defined in gazette notification no. G.S.R. 127 (E) dated February 19, 2019 of Ministry of Commerce and Industry and as amended from time to time.
- 4.11.2. An entity shall be considered as a Start-up:
- (1) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.
 - (2) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees.
 - (3) Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.
 - (4) Provided that an entity formed by splitting up or reconstruction of an existing business shall not be considered a 'Startup'
- 4.11.3. Startups (who are manufacturers of offered products in current RfP) are exempted from paying tender form/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
- 4.11.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 4.11.5. However, procurement of items related to public safety, health, critical security operations and equipments etc., the procuring entities may prefer the bidders to have prior experience. For such procurements, the procuring entities may not relax the criteria of prior experience / turnover for the startups. Hence, in current RfP no relaxation of prior experience / turnover is applicable for startups.
- 4.11.6. **Self-declaration** - Startups are required to submit self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank as per **Annexure -XIII** of RfP.

4.12. Applicability of Preference to Make in India

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017(BE-II) dated May 29, 2019, further revised on September 16, 2020. Salient features are given below:

- (1) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
 - a) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

- within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- b) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (2) Class-II local suppliers will not get any purchase preference.
- (3) Definitions for the purpose of order
- a) 'Class-I Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content is minimum 50%, as defined in this order.
- b) 'Class-II Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content is minimum 20%, as defined in this order.
- c) 'Non Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than that prescribed for 'Class-II local supplier', as defined in this order.
- d) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- e) 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
- (4) **Certificate of Local Content** - The 'Local supplier' shall provide a Certificate as per **Annexure -XII** from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.
- (5) The bidder to note that to be eligible for Class-I local supplier, **the solution** proposed by the bidder against the RfP should have local content of minimum 50%.

4.13. Restriction on Procurement due to National Security

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate as per the Annexure given in RfP to be attached with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- (1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- (2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- (3) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or.
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

- (4) The beneficial owner for the purpose of 3 above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - (i) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (ii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iii) Where no natural person is identified under (i) or (ii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (iv) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- (7) The bidder and OEM must submit an undertaking (format enclosed in the **Annexure –XI** of RfP) along with the eligibility bid duly signed by authorised signatory.

4.14. Tender Form Cost

- 4.14.1. Bidders to submit Non-refundable Bid Price mentioned in “**Critical Information**” section of this RfP, by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring ‘Small Industries Development Bank of India’, payable at Chennai OR direct deposit to SIDBI account and submission of proof along with bid.
- 4.14.2. Details of SIDBI account are given in **Section 4.16**.
- 4.14.3. In the event, tender is cancelled the tender fee will not be refunded. In case the tender is cancelled and re floated, the bidder who had submitted tender fee against earlier tender will be exempted from payment of tender form cost.

4.15. Earnest Money Deposit (EMD)

- 4.15.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “**Critical Information**” Section of RfP.
- 4.15.2. EMD should be in the form of:
- (1) Demand Draft / Banker's Cheque in favour of “**Small Industries Development Bank of India**” payable at **Chennai**; **OR**
 - (2) Bank guarantee (BG) from a Scheduled Commercial Bank / Nationalised Bank valid for a period of one year with three months claim period from the date of tender. The validity of BG should be from the last date of submission of bid and should be in the format as prescribed in **Annexure -VIII**. In case bid submission date is extended the BG also needs to be extended by the bidder; **OR**
 - (3) Direct Deposit to SIDBI, Chennai account and submission of proof along with the bid. The details of SIDBI, Chennai account are given in **Section 4.16**.
- 4.15.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 4.15.4. Request for exemption from EMD (Security Deposit) will not be entertained.
- 4.15.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
- (1) Issue of LoI / purchase order to the selected 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**.
- 4.15.6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by the Bank and submission of Performance Bank Guarantee by the bidder.
- In case the acceptance of equipment is delayed due to any reasons beyond the Bank's purview, successful bidder shall have the BG (towards EMD) validity extended for a period of six months till the equipment is accepted by the bank.
- 4.15.7. 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:
 - a) Accept the LOI / Purchase order or sign the contract **OR**
 - b) Furnish the performance guarantee.

- (4) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

4.16. Details of SIDBI Account

- 4.16.1. The payment towards EMD & Tender Fee (as indicated in the tender document) can be submitted through Online Mode in the following account of SIDBI (Beneficiary) through RTGS / NEFT:

Beneficiaries name	Small Industries Development Bank of India
Name of Bank	State Bank of India
Account Number	37812235926
Branch Name	SBI, SME Anna Salai Branch, Chennai
IFSC Code	SBIN0070644

- 4.16.2. The bidder to submit proof of payment (Payment Receipt Generated and Ref. No.) along with the bid.
- 4.16.3. The bank would not be liable for non-submission of proof of deposit, depositing into wrong beneficiary account etc. In all such cases, the bid will be liable to be rejected.

4.17. Manufacturer Authorization Form

- 4.17.1. The bidder has to provide MAF for all the products quoted in the bid from respective OEMs.
- 4.17.2. In case the successful bidder is not ready to provide the support during the warranty/AMC period, support will be provided by OEM directly or through their other authorized partners for the remaining period of contract for their respective products without any additional cost to the Bank.
- 4.17.3. The bidder to provide MAF as per the format given in **Annexure –IV** of RfP.

4.18. Undertaking of Authenticity

The bidder(s) has to submit an undertaking (format enclosed in the **Annexure –V** of RfP) along with the eligibility bid, signed by the **authorised signatory of the OEM**, certifying that all the components/parts/ assembly/software used in the proposed hardware like hard disk, CPU, memory, etc. are original /new components/ parts/ assembly/ software and that no refurbished/duplicate/second-hand components have been used or would be used.

4.19. Pre-Contract Integrity Pact

- 4.19.1. Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Financial Institutions.
- 4.19.2. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 4.19.3. Only those bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification (Minimum Eligibility). Those bids not containing the Integrity pact are liable to be rejected.
- 4.19.4. The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.
- 4.19.5. The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-XIV** on **non-judicial stamp paper of requisite value** (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility bid.

4.19.6. The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.

4.19.7. The details of IEM are:

Name	Shri Nageshwar Rao Koripalli, IRS (Retd.)
email ID	knageshwarrao@gmail.com
Contact Number	9788919555
Address	38, The Trails, Manikonda, R.R. District, Hyderabad – 500089

4.20. Non-Disclosure Agreement

4.20.1. The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

4.20.2. During the contract period, the Personnel of service provider will have access to confidential information of the Bank such as IP addresses, device configuration, network architecture, etc. The service provider or its Personnel shall not disclose at any point of time to any other person/third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the service provider may use the information only for serving the Bank's interest and restrict disclosure of information solely to those employees of service provider having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of service provider under this agreement and require such employees to maintain these obligations.

4.20.3. In case the shortlisted bidder 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.

4.20.4. The bidder shall submit a non-disclosure agreement as per **Annexure -IX** on non-judicial stamp paper of appropriate value.

4.20.5. Violation of NDA will lead to legal action against the vendors for breach of trust, forfeiture of PBG and blacklisting.

4.21. Information Security Compliance Certificate

The bidder and OEM of the solution to provide undertaking as per **Annexure -XIX** (information security compliance) that, the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) during entire contract period. If, any case reported, to be fixed by the bidder without any additional cost to the bank on immediate basis.

4.22. Bid Currency

Bids should be quoted in Indian Rupee only.

4.23. Price

4.23.1. Prices quoted by the bidder should include GST, duties, levies, transportation costs, back to back support with OEM, OEM or its partner implementation costs, insurance costs, training etc., till the bid validity period.

It may be noted that Bank will not pay any amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the contracted price.

4.23.2. 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.

4.23.3. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods at respective sites including incidental services and commissioning.

4.23.4. While any increase in the rates of applicable taxes or impact of new taxes imposed by GoI, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to the bank in its favour. This will remain applicable throughout the contract period.

4.23.5. If the cost for any line item is indicated as zero, it will be assumed by the Bank that the said item is provided to the Bank at free of cost.

4.23.6. The bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. If the line item is required for the solution and the cost is indicated as zero, it will be assumed by the bank that the said item is provided to the bank at free of cost. However, in case the line item is not applicable for the solution proposed by the bidder, for such line items NA to be mentioned against the line item.

4.23.7. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations. However, for the purpose of calculation Bank will take the corrected figures / cost.

4.23.8. In case of any other cost, the bidder to provide the complete details, indicating the purpose. Further, masked commercial bid should contain the details.

4.23.9. The bidder to indicate the quantity as per requirement of the proposed solution, wherever it is mentioned "bidder to specify quantity" in commercial bid.

4.23.10. The ATS / AMC cost per annum has to be a **minimum of 8% of the cost of the original cost of respective item**. Commercial bid of the bidder quoting less than the above percentage would be liable to be rejected.

4.23.11. This shall be binding on all the bidders and the Bank reserves the right to reject all such incomplete bids.

4.23.12. No other cost whatsoever other than whatever is quoted and accepted by the bank will be paid to the bidder by the bank.

4.24. 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.

4.25. No Commitment to Accept Lowest or Any Offer

- 4.25.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.25.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 4.25.3. 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.
- 4.25.4. The bank reserves the right to re-tender or cancel the bidding process at any stage of the bidding process without assigning any reason.

4.26. Contacting the Bank

- 4.26.1. 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.
- 4.26.2. 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.

4.27. Documents Comprising the Bid

- 4.27.1. The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid.
- 4.27.2. Bidders are required to submit their responses non-window sealed envelopes as detailed below:

S.N.	Bid Contents	Details
1.	ENVELOP 1 - MINIMUM ELIGIBILITY & TECHNICAL BID	
No. of Copies : One Hard Copy and one Soft Copy on PEN DRIVE		
COVER LABEL: "Minimum Eligibility Bid - RfP for Procurement of Firewall Solution – Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021"		
Cover Contents:		
(i)	EMD / Bid Security	Annexure -VIII (BG) or DD or Direct transfer through NEFT/ RTGS.
(ii)	DD towards tender form cost	DD or Direct transfer through NEFT/ RTGS.
(iii)	Bid forwarding letter	Annexure -I
(iv)	Pre-Qualification / Minimum eligibility criteria along with all evidence.	Annexure -II
(v)	Power of Attorney for authorized signatory	Annexure -III
(vi)	Manufacturer Authorisation Form	Annexure -IV
(vii)	Undertaking of Authenticity	Annexure -V
(viii)	Declarations	Annexure -VI
(ix)	Letter of Conformity	Annexure -VII
(x)	Non-Disclosure Agreement	Annexure -IX
(xi)	Bank Mandate Form	Annexure -X
(xii)	Procurement from a bidder of a Country which shares a land border with India, declaration	Annexure -XI
(xiii)	Undertaking by bidder for local Content	Annexure -XII

S.N.	Bid Contents	Details
(xiv)	Self-Declaration of MSEs and Startups	Annexure -XIII
(xv)	Pre-contract Integrity Pact	Annexure -XIV
(xvi)	Statement of Deviations	Annexure -XVII
(xvii)	Details of support center and security professionals	Annexure -XVIII

2.	ENVELOP 2 - TECHNICAL BID	
No. of Copies: One Hard Copy and One Soft Copy on PEN DRIVE		
COVER LABEL: "Commercial Bid - RfP for Procurement of Firewall Solution – Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021".		
Cover Contents:		
(i)	Technical Bid with all relevant Annexures and proof.	Annexure - XV
(ii)	Masked Commercial bid as per format given in RfP.	Annexure - XVI
(iii)	Information Security Compliance	Annexure -XIX
(iv)	Escalation Matrix as per format given in RfP	Annexure - XX

3.	ENVELOP 3 - COMMERCIAL BID	
No. of Copies: One Hard Copy and One Soft Copy on PEN DRIVE		
COVER LABEL: "Commercial Bid - RfP for Procurement of Firewall Solution – Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021".		
Cover Contents:		
(i)	Commercial Bid	Annexure –XVI

- 4.27.3. Both the sealed envelopes should be kept in one large envelop (outer cover) and superscribed "**RfP for Procurement of Firewall Solution - Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021**". The company and contact details of bidder to be written on the envelop. 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.
- 4.27.4. Responses should be concise and to the point. Relevant documents must be submitted as proof wherever necessary. Technical specifications sheets of all the items to be submitted. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 4.27.5. 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.
- 4.27.6. Any deviations from the specifications or terms and conditions should be clearly brought out in the bid in the **Annexure -XVII** (statement of deviations).
- 4.27.7. The offers containing any inter-lineation, erasure or overwriting shall be valid only if they are duly signed by the authorized signatory and supported by a rubber stamp impression of the bidders' firm. There should be no hand-written material, corrections or alterations in the offer.
- 4.27.8. The Bid shall be typed, all pages numbered and shall be signed by the bidder authorized signatory and supported by rubber stamp impression. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 4.27.9. The Bid document shall be spirally bound or filed.

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

4.27.11. Each of the envelope(s) shall be addressed to the Bank at the address given below:

The Deputy General Manager (Systems),
Small Industries Development Bank of India, Overseas Towers, 2nd Floor,
756-L, Anna Salai, **Chennai – 600002**, Tamil Nadu

4.27.12. The bidders are required to submit physical copies only. However, printout of digitally signed (verified & valid) documents will be accepted provided the documents are digitally signed by authorised signatory on whose behalf power of attorney is issued. Document with invalid digital signature will not be accepted.

4.28. Right to Reject Bids

4.28.1. The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter.

4.28.2. The bid is liable to be rejected due to occurrence of any of the following conditions:

- (1) It is not in conformity with the instructions mentioned in the RFP document.
- (2) It is not accompanied by the requisite tender form cost and EMD.
- (3) It is not properly or duly signed.
- (4) It is received through Telex / telegram / fax / e-mail.
- (5) It is received after expiry of the due date and time.
- (6) It is incomplete including non- furnishing of the required documents.
- (7) It is evasive or contains incorrect information.
- (8) There is canvassing of any kind.
- (9) It is submitted anywhere else other than the place mentioned in the RFP.

4.29. Opening of Bids

4.29.1. 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 in the meeting shall sign a document evidencing their attendance.

4.29.2. 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.

4.29.3. 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.

4.29.4. 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.

5. Minimum Eligibility Criteria

5.1. The bidder participating in the RfP should satisfy the following minimum eligibility criteria:

S. N.	Criteria	Documents to be submitted by bidder
1	The Bidder should be a partnership firm registered under LLP act, 2008 / Indian Partnership Act, 1932 OR Company in India as per Indian Companies Act, 1956/ Indian Companies Act 2013 and must have in existence for 5 years as on August 31, 2021.	(i) Copy of certificate of LLP registration. (ii) Copy of certificate of Incorporation and certificate of commencement of business in case of Public Limited Company OR Copy of certificate of Incorporation of Private limited Company, issued by the registrar of companies.
2	The bidder must have a currently valid GST registration certificate and PAN number.	Copies of the following to be submitted: (i) GST Number and (ii) PAN.
3	a) The bidder should have minimum average annual turnover of INR 7.5 crore over the last three (3) Financial years i.e. 2018-19, 2019-20 and 2020-21. b) The bidder should have positive Net Profit in any two (2) of the last three (3) financial years i.e. 2018-19, 2019-20 and 2020-21 and in the immediately preceding FY. c) Bidders should also have positive networth in immediately preceding three (3) financial years i.e. 2018-19, 2019-20 and 2020-21. Note: Above financials must be the individual company's and not consolidated or of any group of companies / subsidiaries	(i) Audited balance sheet for last three years i.e. 2018-19, 2019-20 and 2020-21. (ii) CA Certificate indicating turnover, net profit and networth for three years i.e., 2018-19, 2019-20 and 2020-21.
5	The Bidder must be in position to extend support, maintenance and up-gradation services to the Bank during the period of contract and must be having back-to-back support from the OEM. If bidder (partner of OEM) is not able to fulfill its obligation to support the product during the contract period, OEM will have to ensure support as per contract.	Bidder is to submit Manufacturer Authorization Form (MAF) from all the OEMs (including hardware OEMs) whose solution are proposed in the RfP, as per format provided in Annexure-IV of this RFP.
6	The bidder should have deployed and	Copy of purchase Order / Satisfactory Performance Certificate

S. N.	Criteria	Documents to be submitted by bidder
	extended support for firewall of similar or higher capacity as proposed in the current RfP, in at-least one Scheduled Commercial Bank / Public Sector Financial Institution / Public Sector Insurance Company / PSUs / Government Organisations in India during the period 01.04.2018 to 31.08.2021.	from customer as supporting documents for the same.
7	The OEM of the proposed firewall solution should have experience in supply, installation, implementation & maintenance of the firewall of similar or higher capacity as proposed in the current RfP, in at least three (3) Scheduled Commercial Bank / Public Sector Financial Institution / Public Sector Insurance Company / PSUs / Government Organisations in India during the period 01.04.2018 to 31.08.2021.	(i) Copy of purchase Order / Satisfactory Performance Certificate from customer as supporting documents for the same. (ii) Details of customer
8	Bidder should have at least one of the following accreditations / certifications which are valid as on the date of issue of this RFP - ISO 27001 / ISO 9001.	Copy of certifications
9	The bidder should have a minimum of 2 individuals with prior experience in implementation of proposed firewall solution.	Certificate from the Company Auditors / Company Secretary mentioning number of resources having experience in the proposed solution to be submitted.
10	The bidder should have technical support offices in Mumbai for after sale support and maintenance of firewall.	Address and contact details of the office of bidder at Mumbai to be submitted as per Annexure –XVIII of this RfP.
11	The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government /Semi Government organisations in India during the last 3 years (counted backward from date of RfP). Bidder must self-certify to that effect.	Self-declaration as per Annexure-VI of this RfP is to be submitted.
12	The bidder must submit pre-contract integrity pact.	Pre-contract integrity pact as per Annexure –XIV of this RfP, on non-judicial stamp paper of requisite value.

- 5.2. POCs carried out by bidder will not be treated as experience of the Bidder.
- 5.3. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criterion mentioned above is mandatory.
- 5.4. Only those who fulfill all the eligibility criteria will qualify for further evaluation.
- 5.5. Photocopies of relevant documents / certificates duly attested by authorized signatory and company seal affixed should be submitted as proof in support of the claims made.

- 5.6. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- 5.7. The bidder to obtain necessary approvals from customers whose reference is provided to the Bank or where documents are submitted as proof of experience etc.



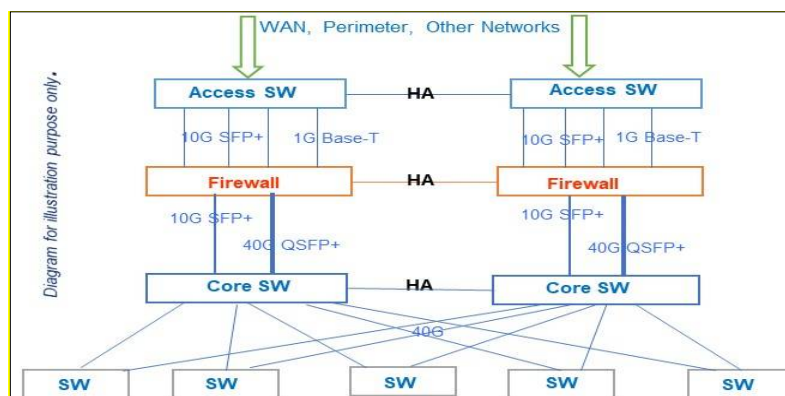
6. Scope of Work

6.1. Requirement

- 6.1.1. The shortlisted bidder shall provide end-to-end solution to the Bank which will include supply of firewalls along with logging & reporting solution, necessary connecting cables & other accessories for installation, integration, and commissioning of the solution. Further, the bidder must provide services which includes installation, integration with Bank's existing infrastructure, migration/addition of policies, policy optimization as per industry best practices, insurance, commissioning, acceptance, training, management, maintenance/support, audit compliance and knowledge transfer in respect of the proposed solution as detailed in the corresponding sections in the RFP.
- 6.1.2. The firewall solution provided by the bidder should comply to technical specifications given in **Annexure -XV**. The firewall solution should be supplied with all necessary cables and connectors for installation and integration with the Bank's existing infrastructure.
- 6.1.3. The firewalls should be deployed in High Availability (HA) mode with active / active configuration. The logging & reporting solution should be standalone.
- 6.1.4. The firewall should be virtualised, and various segments of the network are to be connected to each virtual firewall.
- 6.1.5. The ACLs currently deployed on the core switches are to be moved to proposed firewalls and appropriate policies are to be added. The scope of bidder is to study the existing architecture, ACLs on the core switches, traffic flow, prepare plan for migration of ACLs from switches to firewalls, implement the policies, testing, operationalise and support.
- 6.1.6. The switches available at the Bank end are of HPE make. Access switches are of HPE 5930, and core switches are of HPE 7904. HPE 5930 switches are installed with 1/10G SFP+ & Base-T interfaces and HPE 7904 switches are with 1/10G SFP+ and 40G QSFP+.

In order to understand the type of connector installed on the switches at the Bank end, the bidder can visit the datacenter for verification. However, the bidder should submit written request on their letterhead duly signed by authroised official of the bidder company, to the Bank at least 2 working days in advance as per the format given in **Annexure -XXII**. Only one person would be allowed. The datacenter can be visited between 3pm to 5pm on all working days of the Bank till 3 working days prior to bid submission date. The representative of the bidder visiting the datacenter should strictly adhere to datacenter norms viz., wearing mask, gloves, fully vaccinated, carrying Government ID & Company ID card etc. Further, mobile phones, laptops, cameras etc., are strictly prohibited in the datacenter.

- 6.1.7. The schematic diagram of positioning of firewalls and connectivity upstream / downstream from various segments would be as under:



- 6.1.8. The bidder shall include licenses for all components and subcomponents of the proposed solution for commissioning of the solution as per RfP terms and conditions.
- 6.1.9. IPv6 Compliance: The proposed solution covering all the components must be IPv6 compliant from day one. The proposed firewall solution must support Dual Stack IPv4 & IPv6 and Nat66 (IPv6-to-IPv6), Nat 64 (IPv6-to-IPv4) functionality.
- 6.1.10. OEMs of the proposed solutions must have online community such as Blogs, Forums, Technical Discussion Groups to allow administrator and the Bank's personnel to participate and learn additional improvements and customization. Credential for access to the same should be provided by respective OEMs.
- 6.1.11. In case the bidder has not mentioned/factored any component and its cost in their proposed solution/bid, and these may be required for the successful implementation and operationalisation of the solution, the bidder must provide/supply the required component during implementation at no additional cost to the Bank.
- 6.1.12. The power cables supplied with the solution should be IEC C13 – C14.
- 6.1.13. The bidder should supply all the necessary cables for connecting the firewall with the Bank's existing switches.

6.2. Delivery, Implementation and Integration

- 6.2.1. The solution should be delivered at the Banks DC in Mumbai. The Bank shall provide the address and contact details for delivery of solution while placing the order. Delivery of solution should be as per the schedule given in RfP.
- 6.2.2. The solution supplied should be of latest version and should not be end-of-life or end-of-support or end-of-sale from the OEM for at least 6 years from the date of acceptance of solution by the Bank. Technical bid should contain detailed BOM, version, end of support and life date etc.
- 6.2.3. 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.
- 6.2.4. The bidder should perform a detailed study of the Bank's existing IT Infrastructure and architecture for integration of the proposed solution. The current network and security architecture deployed by the Bank would be shared with shortlisted bidder.
- 6.2.5. Based on the study of the Bank's Infrastructure, OEM best practices etc., the bidder should submit the detailed implementation design document acceptable to the Bank.
- 6.2.6. The firewall solution must be connected with Bank's existing L3 switches which are of HPE make (HPE 7903 & HPE 5930).
- 6.2.7. The bidder should migrate the ACLs currently deployed on core switches and create policies on the firewalls.
- 6.2.8. The network changes required during implementation should be documented in implementation design document. Further, the bidder should guide the bank in carrying out the same.
- 6.2.9. The installation/ configuration till sign-off / acceptance should be done by bidder under supervision of OEM.
- 6.2.10. All the necessary tools / equipment (laptop, connectors etc.) required for installation has to be arranged by the bidder.
- 6.2.11. The OEMs of the proposed solution should be committed to the success of the project during actual implementation by being involved in implementation of the project till its completion. The OEM should be involved in the overall design, implementation, support,

sustenance, etc. for the solution proposed by the bidder as per the scope of work defined in RFP.

- 6.2.12. There should be no service disruption during implementation and operational phase.
- 6.2.13. The Installation will be deemed as incomplete if the solution is not operational or not acceptable to the Bank after acceptance testing / examination. The installation will be accepted only after complete commissioning of the solution covered under this RFP.
- 6.2.14. The proposed solution should be seamlessly integrated with the Bank's existing network, Active Directory / LDAP, 2FA solution, SIEM, PIM, Firewall Rule Analyzer etc. The details of existing solutions with which the firewalls are to be integrated are as under:

S.N.	Solution	OEM	Remarks
(1)	SIEM	RSA Netwitness	Forwarding of logs for analysis, correlation etc.
(2)	PIM	Sectona	Access to administrators for management.
(3)	Firewall Rule Analyzer	Algosec	Analysis of rules on firewall.
(4)	Active Directory	Microsoft	Applying policies with respect to administrators, password etc.
(5)	2FA	FortiAuthenticator	2FA authentication for administrators to manage the solution.

- 6.2.15. The proposed solutions should forward the logs to SIEM as per the format recognized by the Bank's SIEM. Any parser required for the same is to be provided by the bidder. The existing SIEM deployed in the bank is RSA Netwitness and some of the formats supported by it are syslog / SDEE etc. Bidder to ensure that the logs forwarded from proposed solutions should support the format which the Banks SIEM understands. Any custom parser required for forwarding the logs to the SIEM are to be provided by the bidder, without any additional cost to the Bank.
- 6.2.16. Any interfaces required for integration of the proposed solutions with existing infrastructure within the bank should be developed/ provided by the bidder for successful implementation of the project, without any additional cost to the bank. The data/inputs required for integration would be provided by the Bank.
- 6.2.17. The solutions should allow role-based access to allow administrators to see only what they need to see. Further, the solution should be deployed to enable carrying out management of solutions internally & remotely by administrators.
- 6.2.18. The Bidder will ensure knowledge transfer to the Bank at every stage of the project to enable the Bank to carry out the work as specified in this RFP in future after completion of this assignment.
- 6.2.19. The bidder must coordinate with the banks existing outsourced vendor, existing application vendor(s) and banks personnel for seamless implementation and integration of solution with the bank's existing infrastructure.
- 6.2.20. The following are the tentative expectations with respect to OEM involvement during the entire contract period:
- (1) 24X7X365 TAC support on Remote Telephonic or Technical / Web support.
 - (2) The OEM should provide a service which delivers the latest OEM product information — patch and upgrade notification; and critical alerts that require immediate attention.
 - (3) Access to Technical Library of OEM and Documentation of the proposed solutions.

(4) Replacement of failed hardware

6.2.21. The bidder to migrate the solutions to IPv6 (support for dual stack) as and when required by the bank during period of contract, without any additional cost to the bank.

6.3. Warranty, AMC & ATS

6.3.1. A comprehensive onsite warranty for **three years** and AMC/ATS for **two years** post completion of warranty period of three years, for all the components supplied by the bidder as part of the solution.

6.3.2. The warranty will start:

- (1) After completion of successful installation and after obtaining sign off / acceptance from Bank or
- (2) 90 days from the date of delivery whichever is earlier.

6.3.3. The warranty and AMC/ATS should be comprehensive, on-site, back-to-back with OEM and 24X7 basis with enterprise level support and NBD replacement of hardware. In case of failure of both the firewalls the replacement should be within 2 hours.

6.3.4. During warranty & AMC/ATS the scope of bidder includes support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches: (a) Firmware Upgrades and updates (b) Faulty Parts replacement (c) Troubleshooting & Performance Tuning (d) Upgrades of supplied solution (e) Advisories on software upgrades & vulnerabilities (f) Support during DR Drills (g) patching as per OEM guidelines (h) Any support required to make solution up and running (i) Operational support (j) Preventive health check (k) Audit compliance (l) TAC support from OEM etc.

6.3.5. During the warranty and AMC period, the bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the site in connection with the maintenance of the solution or replacement of any components/parts for making it operational conforming to the specifications.

6.3.6. The bidder would be responsible for replacing the out-of-support, out-of-service, end-of-life, undersized, infrastructure elements at no extra cost to the bank during the contract period.

6.3.7. During the period of contract, the bidder:

- (1) Should provide and install all updates and upgrades (including version upgrade), patches, bug-fixes and any other upgrades for the solution (including other components, if any) as and when released by the OEM including but not limited to EOL or EOS and also regulatory/ statutory/ governing bodies' requirements at the earliest (to complete the activity before the deadline set by the authority) free of cost during the contract period.
- (2) Shall comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

6.3.8. The bidder shall ensure that services of professionally qualified persons will be available for comprehensive on-site maintenance of the solution during warranty/AMC / ATS period.

6.3.9. **Return Material Authorization** - The replacement unit (during warranty and AMC) must be shipped by OEM to the location and the vendor should install, configure and integrate the same. Once confirmed on the successful working of the device, the faulty unit may be

collected by the vendor and delivered to OEM. No additional cost whatsoever would be paid by the bank.

- 6.3.10. The bidder shall warrant that the products supplied under the Contract are of the most recent version/latest and incorporated with all recent improvements in design and / or features. The supplier shall further warrant that all the products supplied under this contract shall have no defect, arising from design or from any act of omission of the supplier that may develop under normal use of the supplied products in the conditions prevailing in India.
- 6.3.11. As non-alignment of delivery of hardware and software together at the same time and the late sign-off of any solution may impact the warranty / AMC timelines under back-to-back agreements of bidder with OEM, the bidder is required to take care of the same in their agreements with OEMs. The Bank will not consider any request for adjustments/waiver of warranty/AMC period in such cases and will seek full five-year warranty/AMC/ATS and active life of each solution with full OEM support & services after acceptance of solution by the Bank.
- 6.3.12. The bidder to note that the bank during the period of contract, may change its network topology / architecture, required modification in the solutions architecture shall be done by the bidder at no extra cost.
- 6.3.13. It will be the bidder's responsibility to liaison with the OEM to provide full technical support to the satisfaction of the Bank for the complete project duration. The bidder would be the single point of contact.

6.4. On-site Resource

- 6.4.1. The bidder during the period of contract must arrange to provide one on-site resource at Bank's Chennai Office for a period of six months during its working hours from 9:30 am to 5:30 pm, Monday to Friday (need based on holiday), for administration, management, fine tuning, knowledge transfer, documentation etc.
- 6.4.2. The resource should be certified on the proposed firewall technology and should have at least 3 years' experience in management of firewalls.
- 6.4.3. During the contract period, the bidder and its employees shall at all the times comply with & abide by the security policy of the bank. The security policy of the Bank would be shared with bidder.

6.5. Audit Observations and Compliance

- 6.5.1. Bank is subjected to various audits [internal / statutory / RBI /ISO etc.]. The bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors.
- 6.5.2. The bidder is responsible for timely closure of observations related to internal audits, external and third-party audits, vulnerability assessment etc., enabling Bank to provide timely compliance. Such non-compliance by shortlisted bidder shall attract liquidated damages.
- 6.5.3. No additional cost whatsoever would be paid to the bidder by the Bank.

6.6. Training

- 6.6.1. The bidder shall provide training to maximum three (3) persons nominated by the Bank on the administration of the solution supplied as part of this RfP.
- 6.6.2. All expenses related to training shall be factored by the selected bidder in its proposal. The training will be arranged by the bidder at no extra cost to the Bank.

6.7. Shifting of DC and/or DR

- 6.7.1. The Bank at its discretion, reserves the right to shift the equipment (the solution) to a new location during the contract period depending upon its operational requirement. The warranty / AMC of firewalls would be extended by the bidder at the new location.
- 6.7.2. The Bank would intimate the shortlisted bidder the date of such shifting in advance. The SoW of bidder will involve de-installation at old location and installation, commissioning and support at new location. No additional cost whatsoever would be paid by the bank.
- 6.7.3. Packing, transportation and insurance of the solution components being shifted to new location, would be arranged by the bank.

6.8. User Acceptance Testing

- 6.8.1. The Bank will conduct acceptance test (UAT) before accepting solution supplied under this project. In the acceptance test, the solution should be completely operational, the solution should comply with its respective technical specification, and the solution should integrate with the applicable devices / systems / infrastructure available with the Bank. The Bank may engage the services of the external consultant to conduct the User Acceptance Test.
- 6.8.2. The Bank shall commence the UAT as and when each solution and services are made ready by the Bidder and a formal confirmation that the system is ready for UAT is submitted to the bank. The results thereafter will be jointly analyzed by all concerned parties.
- 6.8.3. 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 solutions.
- 6.8.4. UAT test cases will be mutually decided by the shortlisted bidder and the Bank. Further, UAT testing has to be completed as per the timelines defined in the RfP.
- 6.8.5. If there are performance issues and errors identified by the Bank. These deviations/ discrepancies/ errors observed will have to be resolved by the Bidder immediately.
- 6.8.6. In the event of solution failing to pass the UAT, a period not exceeding 30 days will be given to rectify/cure the defects and clear the UAT, 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 to the bidder by the bank along with interest.
- 6.8.7. On successful completion of UAT, the Bank will provide the sign-off and accept the solutions.
- 6.8.8. The tenure of contract, including warranty/ATS/AMS for the solutions will commence after acceptance of the solution by the Bank.

6.9. Responsibility of Bank

- 6.9.1. Make available site for installation with UPS power, rack space, internal cabling.
- 6.9.2. Provide access permissions for the bidder's engineers to work at DC & DR after complying with security requirements, rules & guidelines of the co-located service provider.
- 6.9.3. Provide details of contact person at the location/office who would be coordinating with the vendor during installation/PM/troubleshooting etc.
- 6.9.4. Providing high and low level network diagram, details of ACLs deployed on the core switch for migration to firewall and details of solutions for integration of solution.

- 6.9.5. Providing downtime for installation / preventive maintenance of equipment. The bidder should communicate at least one week in advance, the proposed date for preventive maintenance etc.



7. Special Terms and Conditions

7.1. Period of Contract

- 7.1.1. The period of contract would be five (5) years from date of acceptance of all the components supplied by the bidder as part of the solution.
- 7.1.2. The breakup of contract period for all the components of the solution would be Three (3) years' warranty and Two (2) years' AMC/ATS post warranty of three years.

7.2. Delivery and Implementation Schedule

- 7.2.1. The delivery and implementation schedule would be from the date of placing purchase order with the shortlisted bidder and the schedule would be as under:

S.N.	Activity	Schedule
(1)	Delivery of firewalls and other components forming the solutions.	Six (6) weeks from the date of Purchase Order.
(2)	Installation, configuration, Integration, commissioning and completion of UAT of the solution and signoff.	Four (4) weeks after delivery.

7.3. Service Level Agreement

- 7.3.1. "Availability" or "uptime" means the time for which the services and facilities are available for conducting operations on the bank system including application and associated infrastructure.
- 7.3.2. The solution along with its components should be supported on 24x7 basis.
- 7.3.3. "Downtime" is the actual duration for which the solution was not able to service the bank' users, service providers or vendors, due to System or Infrastructure failure as defined by the bank and agreed by the Bidder.
- 7.3.4. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of the bank.
- 7.3.5. The SLA specifies the expected levels of service to be provided by the Bidder to the Bank. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying LD.

7.3.6. Uptime

- (1) Bidder must guarantee minimum uptime of 99.90% on monthly basis.
- (2) The uptime would be calculated on monthly basis as under:

$$\text{Uptime} = \frac{(\text{Total number of hours in Month} - \text{No of impacted hours in Month}) \times 100}{(\text{Total Number of Hours in Month})}$$

- 7.3.7. In case shortlisted bidder fails to achieve desired uptime in any two successive months in a quarter, SIDBI will reserve the right to re-look at the contract and redefine Service level agreement and LD clauses to safeguard its interest. However, if the shortlisted bidder does not agree for the revised SLA & LD, the Bank has the right to terminate the contract, encash the PBG and debar the vendor from participating in future tenders issued by the Bank.

7.4. Liquidated Damages (LD)

7.4.1. LD for Delay in delivery

- (1) The delivery of hardware, software and all other components forming part of solution should be completed within the period as mentioned in **section 7.2.1(1)**. If the shortlisted bidder fails to deliver as per the schedule, LD at the rate of 0.5% of the **TCO** (excluding AMC/ATS charges) for every week's delay or part thereof, subject to a maximum of 5% of the **TCO** (excluding AMC/ATS charges) will be imposed by the Bank.
- (2) In case the delay exceeds TEN weeks, the bank reserves the right to cancel the purchase order in full. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.
- (3) If orders are cancelled due to non-delivery, the Bank reserves the right to debar the vendor for participating in any future tender floated by the Bank for a period of 3 years and encash the PBG.

7.4.2. LD for Delay in Installation, Integration & Commissioning

The installation, integration and commissioning of all the security solutions should be completed within the period as mentioned in the **Section 7.2.1(2)**.

If the vendor fails to install the solution as per schedule, LD at the rate of 0.5% of the **TCO** for every week's delay or part thereof, subject to a maximum of 5% of the **TCO** (excluding AMC/ATS charges) will be imposed by the Bank.

7.4.3. LD for shortfall in Service

- (1) Any shortfall in achieving the desired uptime of 99.90% will attract LD as under:

Uptime	LD during Warranty (% of Contract Value)	LD during AMC (% of Contract Value)
Uptime 99.90% or above	Nil	Nil
>= 99.50% and < 99.90%	2	4
>= 99.00% and < 99.50%	4	8
Less than 99.00%	Penalty at an incremental rate of 1% for every 0.5% additional downtime	Penalty at an incremental rate of 2% for every 0.5% additional downtime

- (2) **Contract value** – During warranty, it will be three years' total cost of the solution and during AMC/ATS, it will be respective year's AMC/ATS cost of the solution.
- (3) **LD Cap** - The maximum LD shall be capped to **10%** of the contract value.

7.4.4. LD Exclusions

- (1) LD is not applicable for delay due to reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank or Force Majeure. The bidder shall submit the proof authenticated by the Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.
- (2) If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the bidder (sufficient evidence to be provided), then the Bank will continue with the contract without claiming any Liquidated Damage.

7.4.5. Levy of Liquidated damages is without prejudice to other rights and remedies available under this agreement.

- 7.4.6. In case of LD to be charged to bidder, on account of delay in delivery or installation, Bank will intimate the amount of LD and bidder has to raise credit note/invoice in favor of the Bank. The amount payable would be net of debit and credit note / invoice.
- 7.4.7. The LD towards shortfall in service shall be deducted from the payments due to the bidder. In case the LD charges exceed the overall payment due to the service provider or no payments are due from the Bank, Bank reserves the right to call for payment from the bidder or invoke the performance security submitted by the shortlisted bidder.

7.5. Terms of Payment

The standard payment terms of the Bank during the period of contract are as under:

7.5.1. Payment during Warranty

S. N.	Details	Percentage of Contract Value
(1)	Delivery of all components of the solution (hardware, software and other accessories)	50%
(2)	Installation, commissioning and acceptance	40%
(3)	Submission of back-to-back warranty certificate from the OEM for a period of three years from the date of acceptance of the solution and PBG for 10% of the contract value.	10%

7.5.2. Payment during AMC/ATS

- (1) Order for AMC/ATS would be placed in the respective year.
- (2) The Payment during AMC/ATS will be released 100% in advance in respective year, on submission of valid invoice along with back-to-back AMC/ATS certificates from respective OEMs for all the components forming the solution i.e., software & hardware and PBG for 10% of the AMC/ATS order value.

7.5.3. **Payment for on-site resource** – quarterly in arrears after submission of invoice along with attendance sheet.

7.5.4. All the payments to the bidder by the Bank will be:

- (1) Made in Indian Rupee only and bidder will be required to furnish the applicable documentary proof as specified above while claiming the appropriate payment.
- (2) Released within 30 days from the date of receiving the undisputed invoice or from the date of receipt of credit note/invoice, if applicable, whichever is later.
- (3) Released electronically through RTGS/ NEFT and payment advice would be issued. The bidder will acknowledge the same and submit payment receipt / confirmation.

7.5.5. The Bank shall have the right to withhold any payment pertaining to the current contract, 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.

7.6. Tax Deduction at Source

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

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", "Purchaser", "Buyer" means Small Industries Development Bank of India (SIDBI);
- 8.1.2. "Bidder", "Service Provider", "Seller" means the respondent to the RFP document.
- 8.1.3. "Vendor", "selected bidder", "shortlisted bidder", "supplier" means the successful bidder, 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 evaluated Bid
- 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 / Swavlamban Bhavan, Mumbai/ Chennai 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, maintenance contract and other such obligations of the Supplier covered under the Purchase Contract;
- 8.1.9. "The Project Site" means collocated site of the Bank's DC at Mumbai.
- 8.1.10. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 8.1.11. "Open Source or Copy-left license" shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.
- 8.1.12. "Root Cause Analysis" report shall mean a report addressing a problem or non-conformance, in order to get to the root cause of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

8.2. Use of Contract Documents and Information

The bidder 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.

8.3. Subcontracting

The bidder shall not subcontract or permit anyone other than its personnel or the OEM during implementation, to perform any of the work, service or other performance required of the bidder under the contract.

8.4. Change in Name of Bidding Company

Normally, the Order will be placed on the successful bidder as per the details given in this document. But, if there is any change in name/ address/ constitution of the bidding Firm/ Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/ Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank is final.

8.5. Taken / Brought over of Company

- 8.5.1. 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.
- 8.5.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the bidder under this RFP/ subsequent contract. The Bank would intimate the bidder in the event of happening of this events.

8.6. Governing language

- 8.6.1. 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.
- 8.6.2. 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.

8.7. Ownership of Delivered Services

- 8.7.1. The bidder, who will be awarded the contract, will hold ownership of its delivery of the services under the contract and be responsible for the services delivered. All the deliverables as per the scope of this PO will become the property of the Bank.
- 8.7.2. The Bank has the sole ownership of and the right to use, all data that may be in possession of the Bidder or its representative in the course of performing the services under the agreement that may be entered into. All documents, report, information, data etc. collected and prepared by bidder in connection with the scope of work submitted to the Bank will be property of the Bank. The bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by the Bank for carrying out of any services with any third parties. Bidder shall not without the prior written consent of the Bank be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

8.8. Responsibility for Completeness

- 8.8.1. The bidder shall ensure that the solution provided [Hardware / Software / Appliance etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.

- 8.8.2. The bidder shall deliver, install the equipment and port the software, and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for liquidated damages levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 8.8.3. All tools, testing instruments, as required during all operations such as transport, installation, testing, commissioning maintenance during contract period, shall be provided by the bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 8.8.4. The bidder shall supply along with each item all the related documents, Software Licenses and Other Items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 8.8.5. The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation, wherever applicable.
- 8.8.6. The bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the Bank.
- 8.8.7. Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take.

8.9. Applicable laws

- 8.9.1. The Contract shall be interpreted in accordance with the laws prevalent in India.
- 8.9.2. **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.
- 8.9.3. **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.
- 8.9.4. **Compliance with Statutory and Regulatory Provisions** - It shall be the sole responsibility of the bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

8.10. Performance security

- 8.10.1. The successful Bidder shall provide an unconditional and irrevocable Performance Bank Guarantee (PBG) in the form and manner provided by the Bank equivalent to 10% of the contract value from a scheduled commercial Bank, valid for the period of contract (Warranty / AMC/ATS) with additional 3 months towards invocation period.
- 8.10.2. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 8.10.3. Forfeiture of performance security
- (1) 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.
 - (2) In the event of non-performance of obligation or failure to meet terms of this RFP / subsequent PO/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 8.10.4. Time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the bidder would be required to extend the validity period of the performance guarantee accordingly.
- 8.10.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due or if required.

8.11. Taxes and Duties

The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning. Providing clarifications / particulars / documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the bidder at its cost.

8.12. Insurance

- 8.12.1. The bidder is responsible for acquiring insurance for goods supplied under the Contract.
- 8.12.2. The insurance shall cover "All Risks" (fire, burglary, natural calamities such as Earth quake, floods, power fluctuations etc.) valid for a period of one month (30 days) after delivery of products at the defined destinations. 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 vendor 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. No cost whatsoever would be paid by the bank.

8.13. No Employer – Employee Relationship

- 8.13.1. The bidder during the term of the contract and for a period of two year thereafter shall not without the express written consent of the Bank, directly or indirectly:
- (1) Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or
 - (2) Induce any person who shall have been an employee or associate of the Bank at any time to terminate his / her relationship with the Bank.
- 8.13.2. The 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. Staff deployed by the bidder shall never be deemed to be appointed by SIDBI nor shall they be under its service conditions.

8.14. Business Continuity

The bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

- 8.14.1. In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.
- 8.14.2. In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the Bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the Bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

8.15. Intellectual Property Rights

- 8.15.1. For any technology/Software used/supplied by Service provider for performing Services or licensing and implementing Software and Solution for the Bank as part of this RfP/subsequent contract, Service Provider shall have right to use as well right to supply such product(s). The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 8.15.2. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any Software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RfP/subsequent contract.
- 8.15.3. Subject to clause 8.15.4 and 8.15.5 of this RfP/subsequent contract, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology/ Software/

Equipment or any part thereof in India or abroad, for Equipment supplied/Software licensed /developed as part of this engagement. In case of violation/ infringement of patent/ trademark/copyright/trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost:

- (1) Procure for the Bank the right to continue using the Software/Equipment supplied; or
- (2) Replace or modify the Software /Equipment to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software/ Equipment which is being replaced or modified;

8.15.4. The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

8.15.5. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software/Equipment by the Bank; or (iii) failure to implement an update to the licensed Software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

8.15.6. Service provider hereby grants the Bank a fully paid-up, irrevocable, perpetual, non-exclusive license throughout the territory of India or abroad to access and use Software licensed /developed as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

8.16. Corrupt and fraudulent practice

8.16.1. 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:

- (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.
- (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.
- (3) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

- (4) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (5) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8.16.2. The Bank reserves the right to declare a bidder ineligible for a period of three years 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.

8.16.3. The decision of Bank in determining the above aspects will be final and binding on the all the bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

8.16.4. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of bidder.

8.17. 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.

8.18. 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.

8.19. Confidentiality and Non-Disclosure

8.19.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.

8.19.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

8.19.3. “Confidential Information” means any and all information that is or has been received by the bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- (1) relates to the Disclosing Party; and
- (2) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

- (3) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - (4) without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
 - (5) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
- 8.19.4. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- 8.19.5. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- 8.19.6. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- (1) Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - (2) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - (3) Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document; and h) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- 8.19.7. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- (1) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - (2) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - (3) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any hardware or other device in its possession or under its custody and control; and
 - (4) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her

knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

8.19.8. The restrictions in the preceding clause shall not apply to:

- (1) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- (2) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

8.19.9. The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.

8.20. Indemnity

8.20.1. The 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 from or in any way arising out of any claim, suit or proceeding brought against the Bank by a third party as a result of:

- (1) An act or omission of the bidder, employees, agents, sub-contractors, OEM in the performance of the obligations of the Bidder under this RfP document/ subsequent contract; and/or
- (2) Claims made by employees or subcontractors or subcontractors' employees or OEM or OEM's employees, who are deployed by the bidder and/or by any statutory/ regulatory/ govt. authority, against the Bank; and/or
- (3) Material breach of any of the term of this RfP document and/or its Annexures or breach of any representation or inaccurate statement or assurance or covenant or warranty of the bidder under this RfP; and/or
- (4) Any or all Deliverables or Services supplied by Company infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- (5) Breach of Confidentiality obligations by the bidder and/or its officials/ employees or any other person employed by them in connection with the Contract; and/or
- (6) Negligence or willful misconduct, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or

8.20.2. 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.

However, (i) the bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make consent of the bidder, except where the Bank is required by any authority/ regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

8.20.3. 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/subsequent contract, 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 RfP/subsequent contract;
- (4) Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.
- (5) Any loss of profits, revenue, contracts, or anticipated savings.

8.20.4. Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the bidder.

8.21. Limitation of liability

8.21.1. The maximum aggregate liability of Service Provider, subject to clause 10.23.3, in respect of any claims, losses, costs or damages arising out of or in connection with this RfP/subsequent contract shall not exceed the Total Contract Value (TCO).

8.21.2. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

8.21.3. The limitations set forth in Clause 8.21.1 shall not apply with respect to:

- (1) claims that are the subject of indemnification pursuant to Clause infringement of third party Intellectual Property Right;
- (2) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
- (3) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;

- (4) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider and applicable to current scope of work.

8.21.4. For the purpose of clause 8.21.3(2) the definition of “Gross Negligence” and “Willful Misconduct” are as follows:

- (1) “**Gross Negligence**” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.
- (2) “**Willful Misconduct**” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

8.22. Vicarious Liability

The bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the selected bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected bidder, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the bidder shall be paid by the selected bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected bidder’s employees, agents, contractors, subcontractors etc. The selected bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected bidder’s employees, agents, contractors, subcontractors etc.

8.23. Termination

8.23.1. The various clauses for termination of contract are as under:

S.N.	Details for Termination
(1)	Termination for non-performance / Default
	(i) Bank may, without prejudice to any other remedy for breach of contract, by giving written notice of 30 days to the bidder, terminate the contract in whole or part on occurrence of any or part of the following events: <ul style="list-style-type: none"> a) If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract; b) The bidder breaches its obligations under the scope document or the subsequent agreement; c) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process. (ii) Prior to providing written notice of termination to bidder under this clause, the Bank shall provide bidder with a written notice of 30 (thirty) days’ in case of

	<p>clause (i) b and (i) c above, to cure such breach of the agreement/contract. If the breach continues or remains unrectified after the expiry of the cure period, the Bank shall have the right to initiate action in accordance with the above clause (i).</p> <p>(iii) The Bank will not bear any compensation for these exits as they are due to non-performance/default of service provider. The bank's decision in this regard will be final.</p>
(2)	<p>Termination for insolvency, Bankruptcy, Winding-up etc.</p>
	<p>Bank may terminate the Contract by giving written notice of 30 days' to the bidder:</p> <p>(i) If the bidder becomes bankrupt or otherwise insolvent.</p> <p>(ii) The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>In this event termination will be without any compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.</p>
(3)	<p>Termination for the convenience of Bank</p>
	<p>Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of the bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.</p>

8.23.2. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

8.24. Consequences of Termination

8.24.1. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Bank shall be entitled to impose any such obligations and conditions as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile vendor in relation to the execution/continued execution of the scope of the Contract.

8.24.2. In the event that the termination of the Contract is due to the expiry of the term of the Contract in normal course and the Contract is not further extended by Bank, the vendor herein shall be obliged to provide all such assistance including knowledge transfer and training to the next successor Bidder or any other person as may be required and specified by the Bank, where the successor(s) is a representative/ personnel of Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term.

- 8.24.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment /services procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder and accepted by the purchaser, up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser.
- 8.24.4. Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.
- 8.24.5. Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the Bank guarantee under this contract.
- 8.24.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

8.25. Privacy and Security Safeguards

- 8.25.1. SIDBI shall have the sole ownership of and the right to use, all data that may be in possession of the selected bidder/vendor or its representative in the course of performing the services under the agreement/contract that may be entered into. All documents, report, information, data etc. collected and prepared by bidder in connection with the scope of work submitted to SIDBI will be property of the Bank. The bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Successful Bidder shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services".
- 8.25.2. The bidder shall not publish or disclose in any manner, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures and implementation plans to ensure that IT assets leaving the control of the Bank (removed for repair, replaced or upgraded) are cleared of all Bank data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location.

8.26. Right to Alter Quantities

The Bank reserves the right to:

- 8.26.1. Alter the requirement (increase / decrease) specified in the RfP, at the time of placing the order.
- 8.26.2. Delete one or more items from scope of work specified in the RfP, at the time of placing the order.

8.27. Rights to Visit

- 8.27.1. 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.
- 8.27.2. 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.
- 8.27.3. 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.

8.28. Audit

- 8.28.1. 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, including Hardware, Software provided to the Bank and services under this RfP/subsequent PO and the bidder shall extend all cooperation in this regard.
- 8.28.2. 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.
- 8.28.3. Audit under this clause shall be restricted to physical files related to this arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.
- 8.28.4. The Bank will also carry out annual review of the contract to ascertain the financial stability of the bidder in addition to the performance and service reliability. The bidder is required to submit the audited balance sheet and CA certificate, etc.

8.29. 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.

8.30. Conflict of interest

The service provider shall disclose to the Bank in writing, all actual and potential conflicts of interest that exists, arises or may arise in the course of performing the obligation(s) as soon as it becomes aware of that conflict.

8.31. Statutory & Regulatory Compliance

8.31.1. The bidder should ensure all statutory and regulatory compliance towards:

- (1) **ESIC & EPFO** – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO. Please note that these are Government bodies, compliance to which is Mandatory.

(2) **Minimum Wages Act** – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of on-site resources. The bidder should follow all payout norms as per the **MWA** in all the states.

- 8.31.2. Any other Act/Statutory and regulatory compliances as applicable.
- 8.31.3. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep the Bank indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc., arising out of the contract awarded in respect of the present tender.
- 8.31.4. The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed in the Bank. The Bank shall, in no way, be responsible for settlement of such issues whatsoever.
- 8.31.5. The Bank shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 8.31.6. The Bank shall have no liability in this regard.

8.32. **No Set-off, counter-claim and cross claims**

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

8.33. **Non-Assignment**

Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.

8.34. **Force majeure**

- 8.34.1. The Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract subsequent to this RFP is the result of an event of Force Majeure.
- 8.34.2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 8.34.3. 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.
- 8.34.4. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months SIDBI and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

8.34.5. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

8.35. Resolution of Disputes

8.35.1. All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by the Bank and the bidder.

8.35.2. In case of failure to resolve the disputes and differences amicably, the matter may be referred by the Bank to a sole arbitrator, for adjudication thereof, to be appointed with mutual consultation.

8.35.3. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

8.35.4. The Bidder shall continue to 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.

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

8.35.6. 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 bidder/prospective 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.

8.35.7. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Chennai and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

8.35.8. 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.

8.35.9. No conflict between bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

8.36. No third party rights

No provision of the RfP the agreement that may be entered into is intended to, or shall, confer any rights on a third party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.

8.37. Representations and Warranties

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

That the bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial where with all, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by SIDBI.

That the vendor/ bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement/RfP.

That the representations made by the vendor/ bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the proposed Contract/Agreement and the Bid Documents and unless SIDBI in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.

That the vendor/ bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and the proposed Contract/Agreement.

That the vendor/ bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Bid/Contract/Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

That the vendor/ bidder shall use such assets of SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

That the vendor/ bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

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

That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.

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

That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the Bid/Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the bid/Contract/Agreement.

That all conditions precedent under the Bid/Contract/Agreement has been complied.

That neither the execution and delivery by the vendor/ bidder of the Bid/Contract/Agreement nor the vendor's/ bidder's compliance with or performance of the terms and provisions of the Bid/Contract/Agreement

- (1) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder.
- (2) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement,

- contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
- (3) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.

That the vendor/ bidder certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the vendor/ bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.

That the vendor/ bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract/Agreement or Service(s).



9. Evaluation Methodology

9.1. Introduction

- 9.1.1. The objective of this methodology is to facilitate the selection of the most optimal solutions that appropriately meets the requirements of the Bank.
- 9.1.2. 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, bidder's presentation, verify functionalities / response times, Customer's feedback/site visits etc. However, SIDBI will not pay/ reimburse any expenditure incurred by the bidder for arranging the demonstration / POC/ Presentation.
- 9.1.3. All bids shall be evaluated by an evaluation committee setup for this purpose by the Bank. The Bank will evaluate the technical offers of the bidders in terms of eligibility criteria and the proposals meeting the criteria will only be taken up for further technical evaluation. The decision on the Bank regarding evaluation would be final and binding on all the Bidders responding to this RfP. The Bank may accept or reject an offer without assigning any reason whatsoever.
- 9.1.4. Bidder shall quote for entire package on a single responsibility basis for the goods and services, it proposes to supply under the contract.
- 9.1.5. Bids that are not opened during Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders subsequently.
- 9.1.6. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder.

9.2. Preliminary Examinations

- 9.2.1. The Bank will examine the Bids to determine whether they are complete, all the necessary documents properly signed, supporting papers/ documents attached and the bids are generally in order.
- 9.2.2. The Bank may, at its sole discretion, waive any minor informity, 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.
- 9.2.3. 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.
- 9.2.4. 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.
- 9.2.5. 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.
- 9.2.6. If a Bid is not substantially responsive in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- 9.2.7. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 9.2.8. 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.

9.3. Clarification of bids

- 9.3.1. To assist in the scrutiny, evaluation and comparison of offers/bids, the Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, then it would be treated as non-compliant and decision to qualify/disqualify the bidder shall be accordingly taken by Bank.
- 9.3.2. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

9.4. Pre-Qualification Evaluation

- 9.4.1. In the first phase, the Bank shall evaluate the pre-qualification/Minimum eligibility bids as per the criteria specified in the RfP and information submitted by the bidders to determine whether they are substantially responsive and meeting the eligibility criteria given in the tender.
- 9.4.2. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon will be liable to be rejected. The Bank may accept or reject an offer without assigning any reason whatsoever.

9.5. Technical Evaluation

- 9.5.1. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 9.5.2. The Technical proposal submitted by the bidders shall, therefore, be evaluated on the following parameters:
- (1) Compliance to Technical Specifications of the solutions.
 - (2) Compliance to scope of work, special terms and conditions, General Terms and Conditions etc.
- 9.5.3. The Bank will not pay/ reimburse any expenditure incurred by the bidder/OEM for arranging presentation and/or on-line demonstration.

9.6. Commercial Bid

- 9.6.1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be considered for commercial evaluation. Bidders who do not qualify the technical evaluation will not be invited for opening of commercial bids. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.
- 9.6.2. The date for opening of commercial bids will be separately advised. Technically qualified bidders will be invited to depute their representative during opening of commercial bids or attend the same online through MS Teams, which the Bank would schedule.
- 9.6.3. The details of commercial evaluation would be as under:
- (1) **Z1** = Total cost of firewall solution with warranty of three years.
 - (2) **Z2** = AMC cost of firewall solution for fourth year at Present Values (PV) + AMC cost of firewall solution for fifth year at PV.

The PV for the AMC component per year will be calculated as per the following formula:

$$C / (1+r)^n$$

Where:

- 'C' is the annual AMC amount of each year.
- 'r' is discount rate for calculation purpose will be taken as 6.08%.
- 'n' is number of years, i.e., 'n' is 1 for equipment in warranty, 4 for 4th year of AMC, 5 for 5th year of AMC.

(3) **Z3** = Cost of on-site resource for six months.

(4) **Z** = **Z1+Z2+Z3**

9.6.4. Based on the above calculations the lowest quoted price (**X above**) will be termed as L1 bid and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. Purchase preference as defined in RfP would be applied.

9.6.5. The bidder with lowest cost, as calculated above, will be declared as L1 and (successful bidder), subject to detail verification of commercial evaluation and corrections of arithmetic errors, if any.

9.7. Normalization of bids

The Bank has discretion to go through a process of eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following two manners:

- (1) Incremental bid submission in part of the requested clarification by the Bank.
- (2) Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

9.8. Arithmetic errors correction

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

- 9.8.1. 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.
- 9.8.2. Bank may waive off any minor informity 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.

9.9. Award of Contract

9.9.1. The Bank would consider issuing purchase order to the shortlisted bidder(s) after completion of detail verification of the commercial evaluation and corrections of arithmetic errors, if any. Initial order would be for firewall solution with three years comprehensive on-site warranty with back-to-back lining with OEM and bidder on-site support. The rate quoted by the bidder for AMC/ATS in the commercial bid would serve as a rate contract

during the period of contract and order for the same would be placed in respective year as and when AMC/ATS is due.

- 9.9.2. The shortlisted bidder/s has to return the duplicate copy of purchase order to the Bank within one week from the date of PO duly accepted, stamped and signed by Authorized Signatory in token of acceptance.
- 9.9.3. Failure to accept the order makes the EMD liable for forfeiture at the discretion of the Bank. In such an event, the bidder stands disqualified for further participating in the subject Bid.
- 9.9.4. Bank reserves the right to conduct the pre-shipment inspection or onsite inspection of the system before final acceptance by Bank. In case of pre-shipment inspection, additional one week will be given to vendor for delivery.

9.10. Note

9.10.1. Bank reserve the right to:

- (1) Reject any or all the proposals without assigning any reason thereof.
- (2) Place the order with shortlisted bidder(s) at the contracted price for all the items in single or multiple lots within the bid validity period.
- (3) Alter the quantities or locations specified in the offer in the event of changes in plans of the Bank. The same shall be advised at the time of placing the order with shortlisted bidder(s). In case of alteration in quantity, the unit price will prevail.



10. Annexures

10.1. Annexure -I: Bid Forwarding Letter*(To be submitted by the Bidder on Company letterhead duly signed by authorised signatory)*

To,

The Deputy General Manager (Systems)
Small Industries Development Bank of India,
Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Procurement of Firewall Solution
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021

- (1) We, the undersigned, offer to submit our bid in response and accordance with your Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with EMD, tender fee and other all the requisite documents as desired by the Bank.
- (2) 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 180 days from the date of last day for submission of offer (Bid).
- (3) If our offer is accepted, we undertake to provide on-site comprehensive service support for the solution and other components forming the part of solution, supplied as per the above referred RFP, during warranty period of three years and AMC/ATS of two years. The Warranty, AMC/ATS would be back to back from OEM and would start **from date of acceptance of the solution by the Bank**. Further, the price quoted by us includes back-to-back warranty/AMC/ ATS and support with OEM during the entire period of contract.
- (4) We would also undertake preventive maintenance periodically as specified in the tender. We also confirm that, we would stock adequate spares of all items supplied at our support locations and provide uptime etc. as per requirements of RfP.
- (5) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- (6) We have also noted that SIDBI reserves the right to consider/ reject any or all bids or cancel/re-tender without assigning any reason thereof.
- (7) We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal of Company

Phone & E-mail:

Name of the Organisation ...

10.2. Annexure –II: Pre-Qualification / Minimum Eligibility Criteria

**Pre-Qualification / Minimum Eligibility Bid
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021**

A. Information about Bidder

S.N.	Details	Bidder's response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company	
	Documentary proof enclosed. (Yes / No)	
4	Address of Registered Office with contact numbers	
a	Address of Registered Office	
b	Land Line No.	
5	PAN and GST Details	
a	Permanent Account Number	
	Copy of PAN enclosed. (Yes/No)	
b	GST Identification Number of Office at Mumbai.	
	Copy of GSTIN of Mumbai enclosed. (Yes/No)	
6	OEM or Authorized Partner of OEMs.	
7	MSE Status	
a	Is bidder MSE for the firewall solution? (Yes/No)	
b	MSE registration certificate enclosed. (Yes/No)	
c	Undertaking as per Annexure–XIII enclosed (Yes/No).	
8	Startup Status	
a	Is bidder Startup for the firewall solution? (Yes/No)	
b	Startup registration certificate enclosed. (Yes/No)	
c	Self-Declaration of MSEs and Startups as per Annexure -XIII of RfP enclosed. (Yes/No) .	
9	Local Supplier	
a	Is the bidder Class-I or Class-II local supplier for the firewall solution? (Yes/No)	
b	Undertaking for local Content for firewall solution as per Annexure -XII enclosed (Yes/No).	

B. Details of Authorized Representative of Bidder (On whose Favour PoA is submitted)

S.N.	Contact Details	Bidder Response
1	Name	
2	Designation	
3	Land Line No.	
4	Mobile No.	
5	Email Id	
6	Power of attorney in favour of authorized representative submitted. (Yes / No)	

C. Financials

S. N	Parameter	FY	Amount in lakh
1	Annual Turnover	2018 - 2019	
		2019 - 2020	
		2020 - 2021	
2	Net Profit	2018 - 2019	
		2019 - 2020	
		2020 - 2021	
3	Net-worth	2018 - 2019	
		2019 - 2020	
		2020 - 2021	
4	Copies of audited balance sheet attached. (Yes / No)		
5	CA Certificate indicating turnover, networth and Net Profit for three years i.e., 2018-19, 2019-20 and 2020-21.		

D. Eligibility Criteria

S. N.	Criteria	Documents to be submitted by bidder	Bidder's Response
1	The Bidder should be a partnership firm registered under LLP act, 2008 / Indian Partnership Act, 1932 OR Company in India as per Indian Companies Act, 1956/ Indian Companies Act 2013 and must have in existence for 5 years as on August 31, 2021.	(i) Copy of certificate of LLP registration. (ii) Copy of certificate of Incorporation and certificate of commencement of business in case of Public Limited Company OR (iii) Copy of certificate of Incorporation of Private limited Company, issued by the registrar of companies.	
2	The bidder must have a currently valid GST registration certificate and PAN number.	Copies of the following to be submitted: (i) GST Number and (ii) PAN.	
3	a) The bidder should have minimum average annual turnover of INR 7.5 crore in immediately preceding three (3) financial years i.e. 2018-19, 2019-20 and 2020-21. b) The bidder should have positive Net Profit in any two (2) of the last three (3) financial years i.e. 2018-19, 2019-20 and 2020-21 and in the immediately preceding FY. c) Bidders should also have positive networth in immediately preceding three (3) financial years i.e. 2018-19, 2019-20 and 2020-21.	(i) Audited balance sheet for last three years i.e. 2018-2019, 2019-2020 and 2020-21. (ii) CA Certificate indicating turnover, net profit and networth for three years i.e., 2018-2019, 2019-2020 and 2020-21.	

S. N.	Criteria	Documents to be submitted by bidder	Bidder's Response
	<p>Note: Above financials must be the individual company's and not consolidated or of any group of companies / subsidiaries</p>		
5	<p>The Bidder must be in position to extend support, maintenance, up-gradation services to the Bank during the period of contract and must be having back-to-back support from the OEM.</p> <p>If bidder (partner of OEM) is not able to fulfill its obligation to support the product during the contract period, OEM will have to ensure support as per contract.</p>	<p>Bidder is to submit Manufacturer Authorization Form (MAF) from all the OEMs (including hardware OEMs) whose solutions are proposed in the RfP, as per format provided in Annexure -IV of this RfP.</p>	
6	<p>The bidder should have deployed and extended support for firewall of similar or higher capacity as proposed in the current RfP, in at-least one Scheduled Commercial Bank / Public Sector Financial Institution / Public Sector Insurance Company / PSUs / Government Organisations in India during the period 01.04.2018 to 31.08.2021.</p>	<p>Copy of purchase Order / Satisfactory Performance Certificate from customer as supporting documents for the same.</p>	
7	<p>The OEM of the proposed firewall solution should have experience in supply, installation, implementation & maintenance of the firewall of similar or higher capacity as proposed in the current RfP, in at least three (3) Scheduled Commercial Bank / Public Sector Financial Institution / Public Sector Insurance Company / PSUs / Government Organisations in India during the period 01.04.2018 to 31.08.2021.</p>	<p>(i) Copy of purchase Order / Satisfactory Performance Certificate from customer as supporting documents for the same.</p> <p>(ii) Details of customer</p>	
8	<p>Bidder should have at least one of the following accreditations / certifications which are valid as on the date of issue of this RfP - ISO 27001 / ISO 9001.</p>	<p>Copy of certifications</p>	
9	<p>Bidder should have at least one of the following accreditations / certifications which are valid as on the date of issue of this RfP - ISO 27001 / ISO 9001.</p>	<p>Certificate from the Company Auditors / Company Secretary mentioning number of resources having experience in the proposed solution to be submitted.</p>	
10	<p>The bidder should have a minimum of 2 individuals with prior experience in implementation of proposed firewall solution.</p>	<p>Address and contact details of the office of bidder at Mumbai to be submitted s per Annexure -XVIII of this RfP.</p>	
11	<p>The bidder should not have been blacklisted by any Public Financial Institutions, Public Sector Bank, RBI or</p>	<p>Self-declaration as per Annexure-VI of this RfP is to be submitted.</p>	
टेंडर सं.: 500/2022/1660/CBO/ITV		टेंडर जारी करने की तिथि: September 13 , 2021	Page: 62 of 99

S. N.	Criteria	Documents to be submitted by bidder	Bidder's Response
	IBA or any other Government/Semi Government organisations in India during the last 3 years (counted backward from date of RfP). Bidder must self-certify to that effect.		
12	The bidder must submit pre-contract integrity pact.	Pre-contract integrity pact as per Annexure -XIV of this RfP, on non-judicial stamp paper of Rs.100.	

E. EMD and Tender Form Cost Details

S.N.	Details	Bidders Response
1	EMD Details	
a.	Mode of Payment - DD / Pay Order / Bank Guarantee / NEFT / Exempted	
b.	DD/Pay order/BG/UTR Number	
c.	Date of Issue of DD/Pay order/BG or NEFT Transfer.	
d.	Issuing Bank of DD/Pay order/BG/NEFT	
e.	Amount (Rs.)	
2	Tender Form Cost Details	
a.	DD / Pay Order/NEFT/Exempted	
b.	DD/Pay order/BG/UTR Number	
c.	Date of Issue of DD/Pay order/BG or NEFT Transfer.	
d.	Issuing Bank of DD/Pay order /BG/NEFT	
e.	Amount (Rs.)	
3	Proof of deposit of EMD / tender form cost, if done through NEFT to be attached.	

F. Procurement from a bidder of a Country which shares a land border with India

S.N.	Details	Bidders Response
1	Procurement from a bidder of a Country which shares a land border with India declaration as per Annexure -XI submitted. (Yes / No)	

We do hereby confirm that, the information provided by us correct.

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Seal of Organisation. _____ Name of the Organisation ...

NOTE	(i) All columns to be duly filled.
	(ii) Documentary evidence against each parameter to be attached.
	(iii) Bidders depositing EMD/Tender form cost into the Bank account are required to attach the proof of payment (Payment Receipt Generated and Ref. No.) along-with the bid.
	(iv) MAF should be from all the OEMs whose products are proposed by the bidder in the solution and should be strictly as per the format given in RfP.

10.3. Annexure –III: Power of Attorney*(To be executed on a non-judicial stamped paper of Requisite value)*

BY THIS POWER OF ATTORNEY executed on _____, 2021, We _____, a Company incorporated under the Companies Act, 2013, 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 Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021 for RfP for procurement of Firewall Solution 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

(Name, Title and Signature)

I Accept

(Signature)

(Name Title and Address of the Attorney)

Witness:

(Signature)

10.4. Annexure –IV: Manufacturer Authorisation Format*(This letter should be on the letterhead of the OEM)*

To,

The Deputy General Manager (Systems)
 Small Industries Development Bank of India,
 Overseas Towers, 2nd Floor,
 756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Manufacturer Authorization
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021

We _____ (OEM Name) having our registered office at _____ (OEM office address) are an established and reputed manufacturer/producer of _____ <Firewalls> 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 for the Solution, Products and services offered by the above firm against this Bid Invitation.

We (Manufacturer/Indian Distributor) hereby confirm that proposed _____ <products> are of enterprise class and we extend our full guarantee, warranty, AMC/ATS as per terms and conditions of the tender for the solutions against the offer by the above firm/company and will extend technical support and ensure availability of spares/updates/upgrades for our products for a period of FIVE (5) years from the date of acceptance of solutions by the Bank.

In case the successful bidder is not ready to provide the support during the warranty/AMC/ATS period, support will be provided by us directly or through our other authorized partners for the remaining period of warranty and/or AMC/ATS for the product without any additional cost to the Bank.

Further, the solutions quoted by the above firm are with three years warranty, two years AMC /ATS, which would be back to back from us.

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and/or during the period of the contract.

Yours faithfully,

Authorised Signatory
 Name of OEM

Note

- (i) 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.
- (ii) This MAF/ Undertaking letter has to be issued by every OEM of the solution offered by the bidder under this RFP

10.5. Annexure -V: Undertaking of Authenticity

(To be submitted by the Bidder on Company letterhead duly signed by authorised signatory)

To,

The Deputy General Manager (Systems)
Small Industries Development Bank of India,
Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

**Undertaking of Authenticity for Hardware
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021**

With reference to the hardware items /software quoted to you vide our reference/quotation against the above mentioned tender.

We hereby undertake that all the components / parts / assembly / software used in supply, implementation and support for firewall solution shall be original and new components / products only, from respective OEMs of the products and that no refurbished / duplicate / secondhand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system / other required software, if any, the same shall be supplied along with the authorised license certificate and also that it shall be sourced from the authorised source.

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.

In case of default and we are unable to comply with above at the time of delivery or during installation, we agree to take back firewall solution and other related hardware, software without demur, if already supplied and return the money if any paid to us by you in this regard.

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

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
Seal.....	Phone & E-mail:

10.6. Annexure -VI: Declarations

To,

The Deputy General Manager (Systems)
Small Industries Development Bank of India,
Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Declarations
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021

I/We have carefully gone through the Terms & Conditions contained in the RfP No. _____ regarding selection of the bidder for procurement of Firewalls for a period of five (5) years.

We hereby declare the following:

(1) Our company has not been debarred/ blacklisted by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last three (3) years.

We also undertake that we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide the services for the contracted period.

Neither the Company nor our Partners/Promoters/Directors are defaulters to any Financial Institution.

(2) We declare that our company is not owned or controlled by any Director, employee (or Relatives) of SIDBI.

(3) We further declare that we are eligible and competent as per the Pre-Qualification Criteria given by the Bank and the information submitted by the company in **Annexure -II** are true and correct and also, we would be able to perform this contract as per RFP document.

(4) We certify that that the compliance to technical specifications of solution and its components given in Technical Bid (**Annexure -XV**) are correct and in case it is found during contract period (implementation and/or operational phase), any of the specifications are not available in the solution or able to be implemented as per scope of work, the same would be replaced without any additional cost to the Bank.

(5) We hereby confirm that all the resource (both on-site and off-site) to be deployed on Bank's project during implementation phase, have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per

our policy. We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim, penalties, expenses, legal liability because of noncompliance of KYE and of misconduct of the employee deployed by us to the Bank.

I/We further certify that I am competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:



10.7. Annexure -VII: Letter of Conformity

To,

The Deputy General Manager (Systems)
Small Industries Development Bank of India,
Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Conformity Letter
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021

We, the undersigned bidders, having read and examined along with terms and conditions the aforesaid RfP document on "Procurement of Firewall Solution" issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

- We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents, if any, issued by the Bank, provided however that only the list of deviations furnished by us in **Annexure -XVII** of the main RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.
- We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
Seal.....	Phone & E-mail:

10.8. Annexure –VIII: EMD / Bid Security Form*(To be executed on a non-judicial stamped paper of requisite value)***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. Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021 for Procurement of Firewall Solution (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 situated at _____ have agreed to give a performance guarantee in lieu of EMD of Rs. _____ (Rupees _____ only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it's 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. _____ (Rupees _____ 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 Rs.-/- (Rupeesonly) (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 Rs.....-/- (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

.....

.....

10.9. Annexure –IX: Non-Disclosure Agreement*(To be executed on a non-judicial stamped paper of Rs.100/-)*

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “Procurement of Firewall Solution” as per scope defined in the Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021 or Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Overseas Towers, 2nd Floor, 756L Anna Salai, Chennai (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 ...
Seal.....	Phone & E-mail:

10.10. Annexure –X: Bank Mandate Form

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

1. Name of Borrower / vendor / supplier: _____

2. Vendor Code (if applicable): _____

3. Address of the Borrower / vendor / supplier: _____

City: _____ Pin Code: _____ E-mail id: _____

Phone No. with STD code: _____ Mobile No.: _____

Permanent Account Number : _____

MSE Registration / CA Certificate (if applicable): _____

4. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type (tick appropriate)	Saving <input type="checkbox"/>	Current <input type="checkbox"/>	Cash Credit <input type="checkbox"/>
Account No. (As appearing in the Cheque book)			
<i>(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 & code and Account Number)</i>			
IFSC CODE2	For RTGS transfer	For NEFT transfer	

5. Date from which the mandate should be effective :

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**.

Place: _____

Date: _____

Signature of the party / Authorized Signatory

.....

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

Bank's stamp:

Date:

[Signature of Authorized Official from the Bank]

10.11. Annexure- XI: Bidder of Country sharing land border with India

(To be signed by Authorised Signatory of OEM with Name and Seal of the Company)

To,
The Deputy General Manager (Systems)
Small Industries Development Bank of India,
Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

**Procurement from a bidder of a Country which shares a land border with India
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021**

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority.

I certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
Seal.....	Phone & E-mail:

Note	1. The declaration to be submitted on the letterhead of the OEM, duly signed by authorised signatory, stamped and dated.
	2. Any bid not accompanied with the above certificates (as applicable) shall be summarily rejected. This declaration is part of minimum eligibility criteria

10.12. Annexure -XII: Undertaking by OEM for Local Content

(To be signed by Authorised Signatory of Solution OEM with Name and Seal of the Company)

To,

The Deputy General Manager (Systems)
 Small Industries Development Bank of India,
 Overseas Towers, 2nd Floor,
 756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir,

Certificate of Local Content
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021

- 1 This is to certify that proposed _____ <product details>, mentioned in our bid in response to your captioned tender, is having the local content of _____ %.
- 2 The details of location(s) at which the local value addition is made are as under:

S.N.	Product Details		Name of Place where value addition is done
	Make	Model No.	

- 3 This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated September 16, 2020.

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

10.13. Annexure -XIII: Self-declaration of MSEs and Startups**Self-Declaration of MSEs and Startups**

(To be submitted on the letterhead duly signed by authorised signatory with stamp)

To

The Deputy General Manager (Systems)
Small Industries Development Bank of India,
Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir

Procurement of Firewall Solution
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021

We declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the accept PO / LOI/ enter into contract, or to submit a performance security (PBG) before the deadline defined in the RFP, we note that we will be suspended for the period of **three years** from being eligible to submit Bids for contracts with the Bank.

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
Seal.....	Phone & E-mail:

10.14. Annexure –XIV: Pre-Contract Integrity Pact*(To be submitted on non-judicial stamp paper of Rs.100/-.)***1. General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of ----, 2021 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Office at Overseas Towers, 2nd Floor, 756L, Anna Salai, Chennai (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to shortlist vendor for carrying out Procurement of Firewall Solution (Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021) and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking / partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2. Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall

be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.2.00 lakh** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Chennai.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as

decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
 - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems / services (same quantity and same make) at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact, at _____ on _____

BUYER
Name of the Officer
Designation
SIDBI

BIDDER
Chief Executive Officer

Witness

1. _____

2. _____

Witness

1. _____

2. _____



10.15. Annexure –XV: Technical Bid

Technical Bid
RfP for Procurement of Firewall Solution
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021

The bidder shall submit datasheet released by OEM for proposed solution as supporting document towards compliance confirmed by them as per technical specifications mentioned below. The below technical specifications are minimum requirement. The bidder shall also extend additional features which are essential to run the solution in the enterprise level environment without any additional cost to the Bank. All components (firewall and log management & reporting appliance) should be from same OEM.

1. Technical Specifications

S.N.	Minimum Technical Specifications	Bidder Compliance
A.	General Specifications	
A.1	Make <bidder to specify>	
A.2	Model No. <bidder to specify>	
A.3	The firewall should be appliance based.	
A.4	Appliance should be rack mountable and necessary mounting kit, support side rails should be supplied along with firewall	
A.5	The firewall should have dual power supply and should be hot swappable.	
A.6	The Firewall must support the IPv4 and IPv6 stack in hardware and software. It must support both IPv4 and IPv6 routing domains separately and concurrently. It must also support the ability to bridge between IPv4 and IPv6 routing domains through NAT46 and NAT64.	
A.7	The firewall appliance should have console port with RJ45/USB	
A.8	Firewall should support VLAN tagging	
B.	Firewall Features	
B.1	Firewall should support creating access- rules/ policies with IPv4 & IPv6 objects, users and groups, Geolocation, URL, Domain name, service ports etc.	
B.2	Firewall should support operating in routed & transparent mode	
B.3	The firewall must support Static, OSPF v2 & v3, BGPv4 & v6 routing protocols	
B.4	Firewall should support different types of NAT including, Static NAT, Dynamic NAT, Source Address Translation, Bi-Directional / Twice NAT, Destination Address Translation, NAT46, NAT64, NAT66 etc.	
B.5	Firewall should support Multicast protocols like PIM, Sparse mode etc.	
B.6	Should support capability to limit bandwidth on basis of applications, Networks / Geolocation, Service Ports, user & group etc.	
B.7	Firewall should support creating access-rules with IPv4 & IPv6 objects and time/scheduled based policy	
B.8	Firewall should support policy-based routing	

S.N.	Minimum Technical Specifications	Bidder Compliance
B.9	Firewall must support SNMP v3	
B.10	Firewall should be integrated with Bank's SIEM (RSA Netwitness)	
B.11	Firewall should support Restful API integration	
B.12	Firewall should be integrated with Multi-Factor Authentication (FortiAuthenticator) solution of the Bank.	
B.13	The Firewall should be integrated with PIM (Sectona) solution of the Bank.	
B.14	The firewall should be integrated with the Bank's firewall rule analyzer (Algosec) solution.	
B.15	The firewall should be able to identify attacks based on Geo-location and define policy to block based on Geo-location	
B.16	The OEM of the firewall should have an in-house threat intelligence team and offer built-in capabilities on firewall to integrate with various security threat feeds using STIX/ TAXII/ API	
B.17	Solution should be able to provide a complete trajectory of malware file propagation which helps identify the targeted endpoint IP including the providing details of process and trajectory of spread across endpoints without any agents.	
B.18	Solution should support at least 15,000+ IPS Signatures	
B.19	IPS must provide Protection against Injection Vulnerabilities SQL Injection, Command Injection, LDAP Injection, HTTP Command Injection etc.	
B.20	IPS should have capability to block various vulnerabilities	
B.21	Firewall must be licensed with all the security suite including IPS, Malware Protection, Antivirus, Botnet protection from Day-1.	
B.22	Firewall should support minimum 8 virtual instances / contexts / Multi-instance from Day-1. Any additional license to enable this has to be proposed from Day-1	
B.23	Proposed firewall must be capable to detect device failure, link and path failure.	
B.24	Proposed Firewall shall synchronize the following for HA:	
	a) All sessions	
	b) Decryption Certificates	
	c) All configuration changes	
	d) Forwarding Information Base (FIB) tables	
C.	Firewall Filtering Requirements	
C.1	Should support the filtering of TCP/IP based applications with standard TCP/UDP ports.	
C.2	Filtering capability that includes parameters like source & destination addresses, source & destination port numbers, protocol type.	
C.3	Firewall should be able to filter traffic even if the packets are fragmented.	
C.4	Should support the VOIP Applications by allowing/ blocking the SIP, H.323, MGCP and Skinny flows.	
D.	Network Protocol/Standards Support requirements	
D.1	All applications should be supported for filtering like Telnet, FTP,	

S.N.	Minimum Technical Specifications	Bidder Compliance
	SMTP, http, DNS, ICMP, DHCP, ARP, RPC, SNMP, Lotus Notes, Exchange, Outlook etc.	
D.2	Local access to the Firewall modules should support authentication protocols – LDAP, RADIUS & TACACS+.	
E.	Administration, Management and Logging	
E.1	Proposed Firewall must provide access to Web-UI / GUI client to configure & manage full functional firewall.	
E.2	Proposed firewall must support local web-UI & SSHv2 access to configure/troubleshoot on-box in case Bank proposes to implement central management console and if central management console is not reachable.	
E.3	Support for role-based administration of firewall	
E.4	Solution should provide a means of viewing, filtering and managing the log data. Logging and reporting must be able to showcase real-time, time-based, visibility based on username, source-IP, destination-IP, applications etc.	
E.5	Firewall logs must contain information about the firewall policy rule that triggered the log.	
E.6	Firewall must provide a minimum basic statistic about the health of the device and the amount of traffic traversing the device.	
E.7	Should provide real time health status of all the firewall modules on the dashboard for CPU & memory utilization.	
E.8	Should provide state table, total number of concurrent connections/ second and the new connections/second counter.	
E.9	Firewall must send mail or SNMP traps to Network Management Servers (NMS) in response to system failures or threshold violations of the health attributes.	
F.	High Availability/clustering	
F.1	Firewall should support active/standby high availability/ clustering.	
F.2	Firewall should support redundant interfaces / port aggregation to provide interface level redundancy before device failover.	
F.3	Firewall should replicate NAT translations, TCP, UDP connection states, ARP table and SIP signalling sessions.	
F.4	Firewall should support failover of IPv4 & Ipv6 sessions.	
F.5	Cluster failover or firewall failover should be without downtime	
G.	Hardware Specifications	
G.1	Minimum Interface required should be as below:	
	a) 6X1GE Based-T Ports	
	b) 12X1/10G SFP+ ports	
	c) 4X40G QSFP+ / 100 GE QSFP28 SFP slots	
	d) Minimum 2 HA ports and	
G.2	e) 1XManagement port	
	Transceivers to be populated from Day-1 per appliance along with all necessary cables and connectors:	
	a) 6X1G Based-T SFP	
	b) 8X1/10G SFP+ Multimode	
G.3	c) 4X40G QSFP+ Multimode	
	Firewall should have the capability to deliver throughput as below:	
	a) Firewall Throughput - 100 Gbps	

S.N.	Minimum Technical Specifications	Bidder Compliance
	b) NGFW Throughput - 18 Gbps	
	c) Threat Throughput (after enabling IPS, AV, Botnet, Malware protection) – 16 Gbps	
G.4	Firewall should support minimum scale as per below:	
	a) Concurrent Sessions – 12 million	
	b) Connections per second – 450000	
H.	OEM Support and Certification requirement	
H.1	The OEM must provide 24 X 7 X 365 technical support. The OEM must provide Direct Enterprise Premium Support with dedicated login credentials with highest level permissions to search knowledge base, downloading of the patches, documents and to manage the device.	
H.2	Should be an ICSA certified for Firewall, IPS, Antivirus and malware protection.	
H.3	The firewalls should be FIPS 140-2/3 certified.	
I.	Log Management and Reporting requirement	
I.1	The bidder should provide appliance based log retention and reporting solution along with Firewall from Day-1.	
I.2	The log retention and reporting solution should provide comprehensive security event logging, reporting with templates for regulatory compliances for analysis purpose.	
I.3	The communication between the firewall and external log appliance should be encrypted connection.	
I.4	The logging and analysis solution should be a hardware appliance. It should have sufficient storage to store atleast 9 months of log data for the compliance.	
I.5	The solution should have options to generate reports in different formats like html, pdf etc.	
I.6	The solution shall have readymade templates (i.e., pre-defined reports) to generate reports like events reports, usage reports etc	
I.7	The logs should be searchable & the log format must be customizable	
J.	Warranty and Support	
J.1	The warranty of firewall solution should be 3 years comprehensive, on-site with back to back lining with OEM, from the date of acceptance by the Bank.	
J.2	The AMC of firewall solution should be comprehensive, on-site with back to back lining with OEM.	
J.3	The bidder support throughout the contract period must be comprehensive and on-site.	

2. Software Solution Integrity & Information Security Compliance Certificate

S.N.	Minimum Technical Specifications	Bidder Compliance
1	The bidder shall submit the information security compliance certificate as per format given in Annexure -XIX submitted. (Yes /No)	

3. Bill of Material

S.N.	Minimum Technical Specifications	Bidder Compliance
1	Detailed bill of material and datasheets of the solution proposed by the bidder to be submitted. (Yes/No)	

4. Escalation matrix

S.N.	Minimum Technical Specifications	Bidder Compliance
1	Escalation Matrix as per Annexure -XX submitted. (Yes/No)	

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organisation ...

Note	(i) <i>The bidder to provide all the details as asked for in the technical bid. Bids with incomplete details will be liable to be rejected.</i>
	(ii) <i>The datasheet of the firewall and other components forming the solution should be submitted along with technical bid with all parameters duly marked.</i>
	(iii) <i>The solutions should be supplied with valid LICENSES in the name of the Bank.</i>

10.16. Annexure –XVI: Commercial Bid
Commercial Bid
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021
[All Cost in Indian Rupees](#)
1. Table-1: Cost of Firewall Solution with three years warranty

S. N.	Description	Qty.	Unit Cost Details			Total Cost E=AXD
			Cost B	GST C	Total D=B+C	
1	Cost of firewalls with three years Warranty.	02				
2	Cost of log retention and reporting solution with three years warranty.	01				
Total Cost						X1

2. Table-2: Cost of AMC of Firewall Solution for three years

S. N.	Description	Qty.	Unit Cost Details			Total Cost E=AXD
			Cost B	GST C	Total D=B+C	
A. AMC of Firewall Solution for fourth year						
1	AMC of firewalls for 4 th year.	02				
2	AMC of firewall log retention and reporting solution for 4 th year.	01				
3	Total AMC of firewall solution for fourth Year					Y1
B. AMC of firewall solution for fifth Year						
1	AMC of firewalls for 5 th year.	02				
2	AMC of firewall log retention and reporting solution for 5 th year.	01				
3	Total AMC of firewall solution for fifth Year					Y2
Total AMC Cost of firewall solution for two years						X2 = Y1 + Y2

3. Table-3: Cost of on-site Resource

S. N.	Description	Cost	GST	Total
		B	C	D=B+C
1	Cost of on-site resource for a period of six months.			X3

4. Table -4: Total Cost of Ownership

S.N.	Table No.	Table Description	Total Cost
1	Table -1	Cost of solution with three years warranty	X1
2	Table -2	Cost of AMC of solution for three years	X2
3	Table -3	Cost of on-site resource for six months	X3
	Total Cost of Ownership		X

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organisation ...

Note	(i) <i>AMC cost should be at least 8% of the total cost of solution with three years warranty.</i>
	(ii) <i>The Bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. In case of any item not applicable for the solution(s) proposed by the bidder "NA" or 0 to be filled.</i>
	(iii) <i>In case of any other cost, the bidder to provide the complete details, indicating the purpose. Further, masked commercial bid should contain the details.</i>
	(iv) <i>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 accept.</i>

10.17. Annexure –XVII: Statement of Deviations

To
 The Deputy General Manager (Systems)
 Small Industries Development Bank of India
 Overseas Towers, 2nd Floor,
 756L, Anna Salai
Chennai 600 002

Dear Sir,

Statement of Deviation

We certify and agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP except the following:

Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021				
S.N.	Page Number	Section Number	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4.				

Date	Signature of Authorized Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
Seal.....	Phone & E-mail:
	Name of the Organization ...

Note	<p>(i) Bidder is required to provide details of all deviations, comments and observations or suggestions in the above format with seal and signature. It also needs to provide a reference of the page number, section number, state the clarification point as stated in tender document and bidders' comments/suggestion/deviations.</p> <p>(ii) In case there are no deviations in the solution proposed by the bidder or terms and conditions, bidder has to give his response by writing 'NIL' in the statement.</p>
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10.18. Annexure XVIII: Details of Support Centre and Security Professionals**Details of Bidder OWN/Registered Support Center and Security Professionals
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021**

Details	Bidder Response
Contact Details of support center at Mumbai	
Address	
Landline No.	
eMail ID	
OWN / Franchise	
Details of Security Professionals at support center in Mumbai	
Number of Professionals capable of supporting the solutions. Experience of the professionals in the solutions.	
Certifications, if any, of the professionals.	

We do hereby confirm that, the information provided by us correct.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Seal of Organisation.

Name of the Organisation ...

10.19. Annexure -XIX: Information Security Compliance*(To be issued by OEM of the solution on Company's Letter Head)***Information Security Compliance**

To,

The Deputy General Manager (Systems)
Small Industries Development Bank of India,
Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

**RfP for Procurement of Firewalls
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) during entire contract period. If, any case reported, the same will be fixed without any additional cost to the Bank on immediate basis.

Date	Signature of Authorized Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
Seal.....	Phone & E-mail:
	Name of the Organization ...

10.20. Annexure -XX: Escalation Matrix
Escalation Matrix

To,

The Deputy General Manager (Systems)
 Small Industries Development Bank of India,
 Overseas Towers, 2nd Floor,
 756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

RfP for Procurement of Firewall Solution
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021

1 During Delivery, installation & Acceptance

S.N.	Designation	Name	Designation	Mobile No.	e-Mail ID	Full Address
1	First Level Contact					
2	Second Level Contact					
3	Regional Head					
4	Country Head					

2 During Operational Phase

S.N.	Designation	Name	Designation	Mobile No.	e-Mail ID	Full Address
1	First Level Contact					
2	Second Level Contact					
3	Regional Head					
4	Country Head					

Any subsequent changes will be intimated by us to the Bank.

Date

Place

Seal.....

Signature of Authorized Signatory ...

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organization ...

10.21. Annexure XXI: Performance Bank Guarantee**Performance Bank Guarantee Format**

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 2nd Floor, Overseas Towers, 756L, Anna Salai, Chennai - 600002 (hereinafter called the Corporation / Bank / SIDBI) having agreed to award the contract to M/s. _____ having its office at 'service providers Office Address', (hereinafter called "the Vendor" or "Service Provider") on the terms and conditions contained in the Purchase order No..... dated _____ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. Rs. _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) _____, having its principal/registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No. _____ in favour of Small Industries Development Bank of India (SIDBI).

- 1 We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
- 2 We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of Rs. _____ (**Rupees _____ only**) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "Procurement of firewall solution" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
- 3 We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
- 4 We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
- 5 We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the

powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

- 6 The liability under this guarantee is restricted to Rs. _____ (**Rupees** _____ **only**) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
- 7 The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
- 8 The executants 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 authorizing them to execute this guarantee.
- 9 Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____).
- 10 This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, 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. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
- 11 We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
- 12 Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of Rs. _____ (Rupees _____).
- 13 Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Chennai shall have exclusive jurisdiction.
- 14 Kindly return the original of this guarantee to (bank name & address) upon the earlier of:
 - a) its discharge by payment of claims aggregating to Rs. _____ (Rupees _____)
 - b) fulfillment of the purpose for which this guarantee was issued; or

c) _____ (invocation date)".

15 All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Chennai. In witness where of we have set and subscribed our hand and seal this day of2021.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1. Name

Signature.....

Designation.....

2. Name

Signature.....

Designation.....



10.22. Annexure XXII: DataCenter Access Request

(To be submitted on letterhead of the Company duly filled and signed by Authorised Signatory)

To
 The Deputy General Manager (Systems)
 Small Industries Development Bank of India
 Overseas Towers, 2nd Floor,
 756L, Anna Salai, **Chennai 600 002**

Dear Sir,

DataCenter Access Request
Tender No. 500/2022/1660/CBO/ITV dated September 13, 2021

The below mentioned engineer from our company would be visiting the Bank's datacenter for site survey. The engineer would follow all datacenter norms of the Bank as defined in section 6.1.6 of the RfP. Request you to provide access permission.

(1) Name of Engineer	
(2) Organization	
(3) Gender	
(4) Email ID	
(5) Mobile number	
(6) Employee ID*	
(7) Aadhar Number*	
(8) Brief Agenda for visit	Site survey
(9) Hard carried hardware details	Not Applicable
(10) Visit Duration (Date and Time)	
(11) Location to be accessed	DC cage area
(12) Whether Both doses of vaccine administered (Yes / No)	

Date.....

Signature of Authorized Signatory ...

Place.....

Name of the Authorised Signatory ...

Designation

Seal.....

Phone & E-mail:

Name of the Organization ...

*Copy of Identity card and Aadhar card to be submitted along with this request.



