



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

फोरती गेट 800 फ़ायरवॉल एएमसी और सपोर्ट के लिए अनुरोध के लिए प्रस्ताव

Request for Proposal
for
AMC and Support for Fortigate 800 Firewalls

टेंडर सं. / Tender No.	400/2015/1060/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	सितम्बर 12 , 2014/ September 12, 2014
टेंडर बंद होने का समय / Tender Closing Time	सितम्बर 25, 2014/ September 25 , 2014, 3:00pm
तकनीकी बोलियां खोलने की तिथि / Date of opening of Technical Bids	सितम्बर 25 , 2014/ September 25, 2014, 4:00pm
बयाना जमा राशि / Earnest Money Deposit	Rs.17,000/-
टेंडर मूल्य /Tender Cost	Nil

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

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

Critical Information/ महत्वपूर्ण सूचना
(RfP No: 400/2015/1060/BYO/ITV dated September 12, 2014)

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications / स्पष्टीकरण की मांग की अंतिम तिथि	सितम्बर 16, 2014 / September 16 , 2014	3:00pm
2	Date for publishing of clarifications/ स्पष्टीकरण प्रकाशन के लिए तिथि	सितम्बर 18, 2014 / September 18, 2014	3:00pm
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	सितम्बर 25, 2014/ September 25 , 2014	3:00pm
4	Tender closing date & time/ टेंडर बंद होने की तिथि व समय	सितम्बर 25, 2014/ September 25, 2014	3:30pm
5	Address for Bid Submission/ बोली जमा करने का पता	<p>General Manager (Systems) Small Industries Development Bank of India 3rd Floor, Information Technology Vertical MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), Mumbai - 400 051 Phone: 022-67531100 / 67531229 Fax: 022-67531236</p> <p>महाप्रबन्धक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वेरतिकाल एमएसएमई विकास केंद्र, प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा(पू.), मुम्बई दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236</p>	
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	सितम्बर 25, 2014/ September 25 , 2014	4:00pm
7	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा	
8	Bid Validity/ बोली के वैद्यता	60 days from the last date of bid submission. बोली जमा करने की अंतिम तिथि से 60 दिन तक।	
9	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	<p>C R Prasad, AGM (Systems) सी आर प्रसाद, स.म.प्र. (सिस्टम्स) 022-67531238, crprasad@sidbi.in</p> <p>Sanjay Kumar Srivastava, DGM (Systems) संजय कुमार श्रीवास्तव, उ.म.प्र.(सिस्टम्स) 022-67531229, ssrivastava@sidbi.in</p>	

1. Introduction and Disclaimers

1.1. About SIDBI

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

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

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

The bank provides its services through a network of Regional and Branch offices located all over India. Detailed information on the functions of the bank is provided on the bank's website, www.sidbi.in.

1.2. Purpose of RfP

1. **Small Industries Development Bank of India**, referred as the "**Bank**" or "SIDBI hereafter has installed two numbers of Fortinet, Fortigate 800 Firewalls at its Datacenter at BKC, Mumbai in high availability mode. The AMC and software support for the appliances **expires on October 28, 2014**. The details of the appliance are given below:

S.N.	Serial No.	Description	Qty.
1	FGT8003607500605 and FGT8003607500876	Fortinet, Fortigate 800	02

2. SIDBI intends to enter into AMC and software support for the Appliances with **24X7 support with NBD replacement for 12 months i.e. from October 29, 2014 to October 28, 2015**.
3. This Request for Proposal document ("**RfP document**" or "**RfP**" or "**RFP**") has been prepared solely for the purpose of enabling the SIDBI, to shortlist suitable vendor who is authorized partners of Fortinet, for entering into AMC and support of above appliance for a period of one year from October 29, 2014.
4. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.
5. The tender methodology being followed is under Two Bid System viz. 1) **Pre-qualification/ Eligibility Criteria** and 2) **Commercial bid**.

1.3. Information Provided

The RfP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty,

express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers have carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

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

1.5. 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/ presentations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

1.6. No Legal Relationship

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

1.7. 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.

1.8. Evaluation of Offers

1. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
2. The issuance of RfP document is merely an invitation of offers 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.

1.9. Acceptance of Selection Process

Each Recipient having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this RfP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

1.10. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document but not later than 6 (six) working days prior to the due date for submission of bids.

1.11. Acceptance of Terms

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RfP.

1.12. Requests for Proposal

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

Contact	: C R Prasad
Position	: Asst. General Manager (Systems)
Email	: crprasad@sidbi.in
Telephone	: +91 - 22 – 67531228,
Fax	: +91 - 22 – 67531236
2. SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly. These details should also be written/ printed without fail on each of the bids envelopes as well.
4. SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

1.13. Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

2. RfP Response

2.1. Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of **₹17,000/- (Rupees Seventeen Thousand only)** in the form of Demand Draft / Banker's Cheque drawn on a scheduled bank in favour of "**Small Industries Development Bank of India**" payable in Mumbai.
2. No interest will be paid on EMD and it could be forfeited in case of default as per clause 5.7.

2.2. Clarification of Bids

1. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted latest by **September 16, 2014, 3:00pm**.
2. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal (<http://eprocure.gov.in>) latest by **September 18, 2014, 3:00pm**. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the websites before final submission of bids.

2.3. Amendment to the bidding document

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

2.4. Bid Submission Closing Date

RfP Response should be received by SIDBI not later than date and time mentioned in '**Critical Information**' section above, at SIDBI Office premises.

2.5. RfP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period mentioned in '**Critical Information**' section above, from the last date of the submission of bids. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

2.6. Late RfP Policy

Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the bid submission date**.

2.7. Receiving of RfP Response

Receiving of RfP response will be recorded by SIDBI in a '**Bid Receipt Register**' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferable through hand delivery. If the submission to this RFP does not include all the documents and information

required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.8. Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

2.9. Modification And/ Or Withdrawal of Bids:

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.
2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No bid may be modified or withdrawn after the deadline for submission of bids.
4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

2.10. 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.

2.11. Delivery and Support Location

The AMC and support to be extended at:

Small Industries Development Bank of India
MSME Development Center
Plot No.C-11, G Block
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051

2.12. Selection process

Successful Bidder will be selected through two bids evaluation process:

1. Pre-qualification/ Eligibility evaluation
2. Commercial evaluation

2.13. Details of Bids to be submitted

1. Bidders are required to submit their responses in TWO envelopes, with contents of each as under:

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	Pre-Qualification / Minimum Eligibility Bid i. DD/Cheque for Rs.17,000/- towards EMD. ii. Forwarding letter as per format	Hardcopy – 1	“Minimum Eligibility / Technical Bid for Fortinet AMC Renewal – RfP No. 400/2015/1060/BYO/ITV”

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	<p>prescribed in Annexure-I.</p> <p>iii. Response to Minimum Eligibility Bid as per format prescribed in Annexure-II.</p> <p>iv. Declaration regarding clean track record, as per format prescribed in Annexure-IV.</p> <p>v. Bank Mandate Form as per Annexure-VI.</p>		
II	<p>Commercial Bid</p> <p>i. Response to Commercial Bid as per format prescribed in Annexure-III.</p>	Hardcopy - 1	“Commercial Bid for for Fortinet AMC Renewal – RfP No. 400/2015/1060/BYO/ITV”

2. Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “**Bid for – RfP No. 400/2015/1060/BYO/ITV**”.
3. All the individual envelopes must be super-scribed with the following information as well:
 - a. Name of the bidder, Contact Name, Number and e-mail id.
 - b. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

2.14. Important

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

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. Under no circumstances the Commercial Bid should be kept in minimum eligibility Cover. The placement of Commercial Bid in minimum eligibility cover will make bid liable for rejection.
7. The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorised signatory. There should be no hand-written material, corrections or alterations in the offer. The Bank may treat such offers as not adhering to the tender guidelines and would be liable to be rejected.
8. The RfP is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

3. Scope of Work

Following would be the scope of work under the contract.

3.1. OEM

24X7 **FORTICARE** which should include:

- a. 24X7 telephonic and ticket support (TAC).
- b. In-case of failure and confirmation of RMA next business day onsite replacement. For failures reported after 2pm on Friday the replacement unit should be provided by coming Monday /Tuesday (business day).
- c. 24X7 firmware updates, software updates / upgrades and patches.
- d. SIDBI should be able to log calls through support portal of the OEM.
- e. Submission of the renewal certificate(s) in physical or electronic from Fortinet.

3.2. Vendor

- a. On-site support by the vendor in case of any issues.
- b. Coordination with OEM as and when required, if SIDBI does not able to resolve the issues.
- c. In-case of failure and confirmation of RMA and next business day onsite replacement provided by the OEM, vendor to:
 - i. Install and configure the appliance(s).
 - ii. Collect the faulty unit and sent the same to Fortinet RMA Center at Bangalore. All charges for shifting to be borne by the vendor.
- d. Vendor will have to conduct half yearly preventive maintenance.

3.3. **Renewal of OEM and vendor support should be for a period of one year i.e. from October 29, 2014 to October 28, 2015.** The serial number of devices is FGT8003607500605 and FGT8003607500876.

4. Eligibility Criteria and Evaluation Methodology

4.1. Evaluation Criteria

4.1.1. Minimum Eligibility Bid

Proposals not complying with the prescribed '**Minimum Eligibility criteria**' and not submitted as per **Annexure-II** are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria:

1. Should be a registered company.
2. Should be Authorised re-seller/ Partner of Fortinet. (fact to be supported by Fortinet authorisation letter / valid partnership certificate).
3. The bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect

4.1.2. Commercial Bid

The commercial bids should be submitted as per **Annexure-III**. Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RfP, shall be declared as 'Non-responsive' and hence shall be rejected

4.2. Evaluation Methodology

4.2.1. Evaluation process

1. The Bank has adopted a Two (2) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - a) Minimum Eligibility Criteria
 - b) Commercial Bids
2. The Bank shall evaluate first the '**Minimum Eligibility Criteria**' bids and based on its evaluation, '**Commercial Bids**' shall be undertaken for evaluation at the second stage. The final selection will be done based on **the commercial evaluation** of pre-qualified short listed bidders.
3. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
4. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

4.2.2. Preliminary Examinations

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

from or objections or reservations to critical provisions, such as those concerning qualification criteria, payment terms, bid validity, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. 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.

4.2.3. Evaluation of Minimum Eligibility Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Minimum Eligibility Criteria' section. Bids not complying with the minimum eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation.
2. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.
3. Successful bids out of this stage would be considered for commercial evaluation.

4.2.4. Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found qualified in previous phase, will be considered for commercial evaluation.
2. The date for opening of commercial bids will be separately advised.
3. The L1 bidder would be shortlisted based on the least cost quoted.

4.2.5. Arithmetic errors correction

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

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.
2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
3. If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct
5. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.

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

4.2.6. No Commitment to Accept Lowest or Any Offer

1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.
4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

5. Terms and Conditions

5.1. General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures**. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
2. At any time prior to the deadline for submission of Bids SIDBI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RfP by amendment and same will be placed on the bank's website & Central Public Procurement Portal (CPPP) as corrigendum/ addendum for information of all prospective Bidders.
3. All such amendment shall become part of the RfP and same will be notified on bank's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.
4. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. SIDBI reserves the right to make any changes in the terms and conditions. SIDBI will not be obliged to meet and have discussions with any Bidder. However, SIDBI, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
5. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
6. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website and CPPP.
7. Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
8. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
9. SIDBI reserves the right to change the required scope and ask for the revised bids or cancel the process without assigning any reasons.
10. The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations.
11. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of work in accordance with the approved schedule and the steps being taken to remedy such a situation.

5.2. Commercial Bid

1. **Currency** - The Bidder is required to quote in Indian Rupees ('INR'/ '₹'). Bids in currencies other than INR may not be considered.
2. **Taxes**- The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess etc.,that need to be incurred. No additional cost whatsoever would be paid.

While any increase in the rates of applicable taxes or impact of new taxes 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 SIDBI in its favour.

5.3. Price

1. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.
2. Prices quoted by the bidders should include all local taxes, Sales tax, VAT, service tax, duties, levies and transportation costs etc. No additional cost whatsoever would be paid.
3. Octroi, if applicable, will be paid as at actual, on submission of original receipts in the name of SIDBI.

It is the vendor responsibility to pay the applicable Octroi and claim the reimbursement along with the invoice.

4. **The prices quoted shall be valid for the entire period of the bid validity as specified in the critical information section.**
5. In case the vendor fails to renew the support for the desired period in time and OEM imposes any re-instatement charges towards delayed renewal the same shall be borne by the vendor and SIDBI shall not be liable to pay any charges to the vendor over and above the order value.
6. SIDBI will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 any other road permit, if required, on behalf of SIDBI.

5.4. Terms of Delivery:

1. Vendor shall ensure to lodge the order for renewal with prime vendor Fortinet and ensure **that the support is renewed w.e.f. October 29, 2014.**
2. The vendor has to furnish original copy of renewal of AMC and software support certificate issued by Fortinet (OEM) in SIDBI's name.

5.5. Terms of Payment:

SIDBI's standard payment terms are as under:

1. OEM Renewal

- a) Payments towards renewal of AMC and software support with OEM would be 100% after the submission of proof of renewal for the period as indicated above, in the name of '**Small Industries Development Bank of India**'.
- b) The vendor to claim the reimbursement of Octroi paid along with 100% payment to OEM.

2. Vendor

Half yearly in arrears on receipt of invoices

3. All the payments **including** refund of EMD will be made by SIDBI Mumbai office, **electronically** through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] **Bank Mandate Form** as per format prescribed in **Annexure – VI**. In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again.
4. Prior to release of payment in case of any change in Bank A/c and other details furnished in Bank Mandate Form, the vendor would be required to intimate the Bank and Bank Mandate Form would require to be re-furnished.
5. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
6. TDS, if any, will be deducted while releasing the payment.
7. All Payments will be made to the Bidder in Indian Rupee only.

5.6. Penalties For Default in Renewal:

In case the successful Bidder

1. Fails to accept the purchase order within 5 working days from the date of issue of order for any reason whatsoever;
2. Support is not renewed from the date specified in the tender;
3. Fails to renew the support by paying re-instatement charges which are applied by OEM towards delayed renewal;

In all the above cases, the EMD would be forfeited, Bank will cancel the order and ban the bidder from subsequent bidding for all tenders issued by the Bank for a period of 3 years.

5.7. Bid Security / Earnest Money deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of **₹17,000/- (Rupees seventeen Thousand only)** in the form and manner as prescribed elsewhere in this document.
2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
3. The Demand Draft/ Pay Order should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Bank.
4. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:
 - a. In case the Bidder withdraws the bid within the validity period of the bid for any reason whatsoever;
 - b. In case the successful Bidder fails to accept the LOI/ purchase order as specified in this document within 5 working days from the date of LOI/ Purchase order for any reason whatsoever; or
 - c. **Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.**

5. The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:
 - a. Issue of Letter of Intent (LOI)/ Purchase order to selected vendor; OR
 - b. End of the bid validity period including extended period (if any), whichever is earlier; OR
 - c. Receipt of the signed contract and performance security from the successful bidder.

whichever is earlier.

6. Successful bidder will be refunded the EMD along with 100% payment for OEM renewal.

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

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

5.9. Use of Contract Documents and Information:

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

5.10. Subcontracts:

1. The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract except with the Bank's prior written consent.
2. The Supplier shall notify and obtain concurrence from the Bank in writing of all subcontracts/ Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.
3. Subcontracts / Franchisees must comply with the provisions of terms and conditions.

5.11. **Corrupt and fraudulent practice**

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

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. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

5.12. **Contacting the Bank**

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.
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.

5.13. **Proposal Ownership**

The proposal and all supporting documents submitted by the bidder shall become the property of the Bank.

5.14. **Applicable laws:**

1. The Contract shall be interpreted in accordance with the laws prevalent in India.
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 RFP 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 there from.
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 there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

5.15. Patent Rights:

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

5.16. Force majeure:

1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.17. Resolution of Disputes:

1. SIDBI and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, SIDBI and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.
2. The dispute resolution mechanism to be applied shall be as follows:
 - a. In case of Dispute or difference arising between SIDBI and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.
 - b. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
 - c. The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.
3. The Agreement shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

4. No conflict between the bidder and SIDBI shall cause cessation of services. Only by mutual consent the services will be withdrawn.
5. 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.
6. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Forwarding Letter

(To be submitted on Vendor's letter head)

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

Dear Sir,

RfP for AMC and Support for Fortigate 800 Firewalls

(RfP No: 400/2015/1060/BYO/ITV dated September 12, 2014)

We, the undersigned bidder, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We also undertake to have read, understood and accepted the terms and conditions mentioned in the RfP in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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

Minimum Eligibility / Pre-Qualification Bid

(RfP No: 400/2015/1060/BYO/ITV dated September 12, 2014)

Details of the Bidder (Company)					
1	Name of the Bidder				
2	Address of the Bidder				
3	Service tax registration no.				
	Copy of ST registration attached. (Yes/No)				
4	Permanent Account Number (PAN).				
	Copy of PAN number to be attached. (Yes /No)				
5	Registration Number of Company				
	Copy of Registration Certificate attached. (Yes/No).				
6	Bank Mandate Form Status <tick appropriate>				
	<input type="checkbox"/> Already Submitted with SIDBI <input type="checkbox"/> Being submitted herewith as per format				
	Bank Account Details as in Bank Mandate Form:				
		S.N.	Bank Name and Branch	Account Type	IFSC Code
7	Name & Designation of the contact person to whom all references shall be made regarding this tender.				
	Telephone No. (with STD Code) & E-Mail of the contact person				
	Fax No. (with STD Code)				
	Company website				
8	MSME Status <tick appropriate>				
	<input type="checkbox"/> Company does not qualify the status of MSE.				
	<input type="checkbox"/> Company does qualify the MSE status. Relevant document is attached herewith. <please attach MSE registration certificate or a certificate from Chartered Accountant> .				
9	Eligibility Criteria				
	Whether Authorised Reseller / Partner/ Associate of Fortinet. (Yes / No)				
	Copy of authorisation letter / valid partnership certificate from Fortinet attached. (Yes / No).				

Commercial Bid

(RfP No: 400/2015/1060/BYO/ITV dated September 12, 2014)

(To be submitted on Vendor's letter head)

S N.	Item Description	Serial No of Devices	Part No. Quoted	Qty.	Unit Price, incl of all taxes (Rs)		Total Price incl. of tax
					In Figures	In Words	
					[a]	[b]	[c=axb]
1	Fortinet 24X7 Forticare support - from October 29, 2014 to October 28, 2015.	FGT8003607500605 and FGT8003607500876		2			
2	Vendor Support – from October 29, 2014 to October 28, 2015			2			
Total Cost incl. of all taxes							

Note:

1. Taxes should include Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, insurance charges etc.
2. Octroi, if any, will be payable extra on the actuals after submission of invoice and proof of payment.
3. No terms and conditions should be stipulated in the Commercial bid, which is meant only for the quotation of offer price/ rate.
4. **Prices quoted above shall be valid throughout the bid validity period.**
5. Prices shall be in conformity to the scope of the work.

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure -IV

Declaration Regarding Clean Track Record

(To be submitted on Bidder's company letter head)

Date:

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

Dear Sir,

Declaration Regarding Clean Track Record

(RfP No: 400/2015/1060/BYO/ITV dated September 12, 2014)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP No. 400/2015/1060/BYO/ITV dated September 12, 2014 regarding renewal of AMC and Software support for Fortinet, Fortigate 800 firewalls. We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India.

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

Thanking you,

Yours sincerely,

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

BANK MANDATE FORM
(To be submitted in Duplicate)

1. Name of Borrower / vendor / supplier : _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier _____

City _____ Pin Code _____ E-mail: _____

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

Permanent Account Number _____

MSE Registration / CA Certificate _____
(if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(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)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

4. 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 the Authorized Official from the Banks)

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

^{1,2}: Note on IFSC / MICR

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