



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

डाटा सेंटर और डी आर साइट के लिए सिक्युर वैब गेटवे
समाधान की खरीद - प्रस्ताव का अनुरोध
Request for Proposal for
Procurement of Secure Web Gateway Solution for Data
Center and DR Site

टेंडर सं. / Tender No.	400/2017/1179/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	June 22, 2016 / 22 जून, 2016
पूर्व-बोली बैठक की तिथि / Date of Pre-bid meeting	June 28, 2016 / 28 जून, 2016
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	July 12, 2016 / 12 जुलाई, 2016
तकनीकी बोलियां खोलने की तिथि / Date of opening of Technical Bids	July 12, 2016 / 12 जुलाई, 2016
बयाना जमा राशि / Earnest Money Deposit	Rs.1,50,000/- (Rupees One lakh fifty thousand only)
टेंडर मूल्य /Tender Cost	Rs.1,000/- (Rupees one thousand only)

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

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
MSME Development Center, Plot No. C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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1. Critical Information/ महत्वपूर्ण सूचना

S.N. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	June 27, 2016 / 27 जून, 2016	1500 hrs
Clarifications mail to be sent to crprasad@sidbi.in and rjoshi@sidbi.in.			
2	Pre Bid meeting / पूर्व-बोली बैठक <i>No clarifications would be given after pre-bid meeting / पूर्व बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा।</i>	June 28, 2016 / 28 जून 20, 2016	1130hrs
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	July 12, 2016 / 12 जुलाई, 2016	1530hrs
4	Date & Time of Opening of Pre-Qualification bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	July 12, 2016 / 12 जुलाई, 2016	1600 hrs
5	बयाना जमा राशि / Earnest Money Deposit	Rs.1,50,000/- (Rupees One lakh fifty thousand only)	
6	टेंडर मूल्य /Tender Cost	Rs.1,000/- (Rupees One Thousand Only)	
7	Bid Validity/ बोली के वैद्यता	180 days from the last date of bid submission / बोली जमा करने की अंतिम तिथि से 180 दिन तक।	
8	Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता		
	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 / 67531228 Fax: 022-67531236	महाप्रबन्धक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वेरतिकाल, एमएसएमई विकास केंद्र, प्लाट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला काम्प्लेक्स, बांद्रा(पू.), मुम्बई दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236	
9	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	
10	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण		
	C R Prasad, AGM (Systems) / Phone: 022-67531238 Mail id : crprasad@sidbi.in	Rajesh Joshi, DGM (Systems) Phone: 022-67531251 Mail id : rjoshi@sidbi.in	

2. Abbreviations

RFP	Request For Proposal
EMD	Earnest Money Deposit
TCO	Total Cost of Ownership
PBG	Performance Bank Guarantee
BG	Bank Guarantee
IPv6	Internet Protocol Version 6
IPv4	Internet Protocol Version 4
SIEM	Security Incident and Event Management
WGS	Web Gateway Security Solution
MSE	Micro and Small Enterprises
LLB	Link Load Balancer
SWG	Secure Web Gateway
DMEP	Domestically Manufactured Electronic Products
IPS	Intrusion Prevention System
DC	Data Centre, Mumbai
DR	Disaster Recovery Site, Chennai
OEM	Original Equipment Manufacturer
RF	Radio Frequency
LD	Liquidated Damages
AMC	Annual Maintenance Contract

3. Introduction and Disclaimers

3.1. Purpose of RfP

1. The purpose of RfP is to shortlist vendor for supply, installation, configuration, integration, migration and support of Secure Web Gateway Solution along with management and reporting for Data Center, Mumbai and DR Site, Chennai under buyback of two numbers of existing Cisco Ironport 370 Web Gateway Security appliances.
2. The solution should be deployed in High Availability at both Data Center and DR Site.
3. The contract duration is five years i.e., three years Warranty and two years AMC. However, the contract may be extended for additional one year at same terms and conditions if so desired by Bank for which rate is obtained in the current RfP for 6th year AMC.
4. Details of the solution under procurement, Scope of Work and other terms and conditions are given in the subsequent sections of this tender document.

3.2. Information Provided

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

3.3. Disclaimer

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

3.4. Costs to be borne by Respondents

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

3.5. No Legal Relationship

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

3.6. Recipient Obligation to Inform Itself

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

3.7. 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.

3.8. Acceptance of Selection Process

Each Recipient / Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process 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.

3.9. Errors and Omissions

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

3.10. Acceptance of Terms

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

3.11. Requests for Proposal

1. Recipients are required to direct all communications (**including pre-bid queries**) related to this RfP, through the Nominated Point of Contact person:

Contact Person	C R Prasad	Rajesh Joshi
Position	AGM (Systems)	DGM (Systems)
Email Id	crprasad@sidbi.in	rjoshi@sidbi.in
Telephone	+91 - 22 -67531238	+91 - 22 -67531251

2. SIDBI may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
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.
4. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
5. SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

3.12. Notification

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

3.13. Proposal Ownership

The proposal and all supporting documentation submitted by the vendors shall become the property of SIDBI unless the bank agrees to the vendors specific request in writing, that the proposal and documentation be returned or destroyed.

3.14. Participation in Tender

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.
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. Background

4.1. Introduction

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.

2. Provision of Charter

SIDBI was established on April 2, 1990. The Charter establishing it, The Small Industries Development Bank of India Act, 1989 envisaged SIDBI to be "the principal financial institution for the promotion, financing and development of industry in the small scale sector and to co-ordinate the functions of the institutions engaged in the promotion and financing or developing industry in the small scale sector and for matters connected therewith or incidental thereto.

3. Business Domain of SIDBI

The business domain of SIDBI consists of Micro, Small and Medium Enterprises (MSMEs), which contribute significantly to the national economy in terms of production, employment and exports. MSME sector is an important pillar of Indian economy as it contributes greatly to the growth of Indian economy with a vast network of around 3 crore units, creating employment of about 7 crore, manufacturing more than 6,000 products, contributing about 45% to manufacturing output and about 40% of exports, directly and indirectly. In addition, SIDBI's assistance also flows to the service sector including transport, health care, tourism sectors etc.

4.2. Current IT Setup

1. Data Centre and DR Site

SIDBI has its Data centre at Mumbai and DR Site at Chennai. All the applications, Internet, Video Conferencing core Infrastructure etc are hosted at Data centre and the same are accessed over MPLS VPN based WAN by all locations and offices. In the event of failure of Data centre, DR Site is activated.

2. Wide Area Network

SIDBI has implemented complete managed IP MPLS VPN based WAN at all locations/offices. The primary connectivity at the locations is wired or wireless with backup on 3G, CDMA, RF etc based on feasibility of service provider at the location.

The MPLS VPN network architecture is HUB and spoke, with HUB locations being Data center and DR Site. QoS is enabled on the WAN network for prioritization of video and business traffic. Further, the last mile is encrypted (IPSec). All locations can reach DC and DR simultaneously.

Further, three service providers are contracted to build the network. The bandwidth at the locations varies from 256Kbps to 4Mbps and at aggregation points (DC and DR) the bandwidth available is 4/32/64Mbps. Bandwidths at the locations are upgraded based on operational requirement.

SIDBI also carries out additional monitoring, configuration and management of WAN, which is currently carried out by outsourced partner using HPOV, NNM deployed by the Bank.

3. LAN

SIDBI has implemented IP based, wired LAN at DC and DR with L3 and L2 switching.

4. Point to Point Link

For online log shipment / replication from DC to DR, Bank has deployed point to point links of requisite bandwidth taken from two service providers. The links are terminated on L3 switches at DC and at Firewall in DR.

5. External Networks

SIDBI also has connectivity with third party networks like Infinet, Reuters, SWIFT etc at both DC and DR.

These networks are currently connected as separate LAN. However, SIDBI proposes to integrate the same with DC network through proper security during this contract.

6. Internet

- Internet at SIDBI is centralized with Internet Gateway at Data center. Secure Web Gateway (SWG) Solution is implemented at Datacenter which acts as proxy server with caching, content filtering, antivirus, antimalware and layer 7 application control. The SWG is integrated with AD.
- Currently, Bank does not have SWG at DR Site. SIDBI is in the process of creating additional Internet Gateway at DR Site, Chennai.
- Bank has procured Internet bandwidth from two service providers at Mumbai and single service provider at Chennai. However, the Internet bandwidth, number of service providers would be increased as and when required based on Banks requirement.

7. Security

- The Security architecture deployed at DC is two layer firewall architecture core and perimeter. Further, Network Intrusion Prevention System is implemented at the perimeter and Antivirus loaded on all servers.
- At DR SIDBI is in the process of implementing two layer firewall architecture, for which vendor is already shortlisted.
- WSUS server is installed in the DC and windows patches are periodically updated from the same to the servers and end computing devices.
- Symantec Antivirus server is installed at DC and all the nodes are updated periodically.
- SIDBI is also in the process of strengthening its security by implementing PIM, NAC, DLP, SIEM etc and setting up SoC in due course.

8. Online Applications

Bank has hosted web access mail server, few online applications to be accessed by the customers and staff. Further, it is in the process of hosting additional applications based on its requirement.

4.3. Tender Objective and Requirement

1. SIDBI intends to procure and implement appliance based Secure Web Gateway solution for DC – DR. The solution should have Proxy with Caching, Web/URL filter, Antivirus, Antimalware etc in High Availability mode.

Further, SIDBI also intends to have cloud based web filtering requirement for few remote user laptops/tablets/phones to start with and thereafter add additional users based on its requirement.

It is bidder's responsibility to provide the required hardware, software, licenses etc to make the solution workable.

2. Proposed Deployment Architecture

a) The deployment architecture would be:

- (i) Two numbers of SWG appliances in HA mode (active / active) at Data Center, Mumbai and two numbers of SWG appliances in HA mode (active / active) at DR Site, Chennai.
- (ii) In the event of failure of DC appliances or links all the users access should be routed to DR appliance and in case of failure of DR appliance or links, access to the users should be routed to DC. The switch over should be without any manual intervention and transparent to users.
- (iii) All the WGS appliances should be capable of storing logs internally for a maximum period of 30 days.

b) **No of Users**

- (i) Each appliance should initially support 1500 users at Data Center and DR site and should be scalable to support 2000 users during the period of contract of 5 years without upgradation of device.
- (ii) SIDBI also requires 25 cloud access licenses initially for deploying on laptops/iphone/android/tablet etc, which may scale to more devices during the period of contract.
- (iii) Bank may distribute the users between DC and DR within the initial contracted 1500 users in whatever manner it decides based on its requirement; however the total number of users at any point of time would not be more than the Initial number of users contracted.

c) **Management and Reporting:**

- (i) Single management and reporting server at Data Center, Mumbai for management of policies, storing of logs and reporting.
- (ii) Management of policies should be carried out centrally and pushed to all the SWG appliances.
- (iii) The logs of all the SWG appliances i.e. DC and DR should be pushed to management and reporting server at DC. Bank has point to point and MPLS VPN connectivity between DC and DR.
- (iv) All reporting should be carried out from the management / reporting server at DC.
- (v) The management and reporting sever should have adequate resources for storing all the logs for a period of 1 year and generating the reports. The bidder to size the management and reporting server accordingly.

d) **Integration**

- (i) The entire solution should be integrated with AD available with the Bank at both DC and DR.
- (ii) The solution should be integrated with Banks LAN, WAN etc.
- (iii) SIDBI is in the process of implementing SIEM, DLP, IPv6 and also setting up Security Operating Center (SOC). Hence, the solution proposed by the bidder

should be capable of integration with **SIEM, DLP solutions** of any OEM, without any upgradation of hardware/software or additional licenses.

- (iv) The bidder to note that, the SWG solution may be deployed internally initially and at a later stage based on Banks requirement may shift the appliances to DMZ and configure to act as a reverse proxy.

3. **Warranty / AMC and support**

- (i) The entire solution should be with three years warranty (hardware and software / subscriptions) and two years AMC (hardware and software/subscriptions) which should be back to back with OEM and comprehensive. Bank may, if desired extend the AMC to additional one year on the same terms and conditions.
- (ii) The support by the bidder should 24X7X365, comprehensive and on-site. The support includes trouble shooting, resolution of technical issues etc without any additional cost to the Bank.
- (iii) The bidder should arrange for OEM on-site support if required for any additional trouble shooting and resolution of technical issues.
- (iv) The bidder to clearly note that Bank would not give the system for **REMOTE SUPPORT**. All support should be on-site.
4. **IPv6** –SIDBI is in the process of deploying IPv6 and hence the solution should be IPv4 and IPv6 ready from day one.
5. The Bidder should provide clear licensing terms & conditions for all the products offered to the complete satisfaction of the Bank. If any discrepancies are found later with the licensing terms in the total solution, then such additional cost will be borne by the bidder
6. The bidder shall ensure to supply and install secure web gateway solution with advanced/latest versions of software available in the market.
7. The purpose behind issuing this RfP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s).
8. The selection process consists of three phases viz., 1) Pre-Qualification Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

5. Scope of Work

1. The broad scope of work as detailed in this section refers to the hardware, software / subscriptions / licenses that is procured through this tender and used for implementing the Secure Web Gateway Solution with Management and Reporting server at the Data Center, Mumbai and DR Site, Chennai.

The bidder to refer to requirement section above for the details of solution requirement.

2. The Bidder shall be responsible for Design, Supply, Installation, Configuration, Testing, Commissioning, training, migration of users, warranty, AMC and maintenance support of the solution at SIDBI, Data Center, Mumbai and DR Site, Chennai for a period of 5 years, with additional 1 year, if desired by the Bank.
3. Supply of equipment at Data Center and DR Site (satisfying the minimum technical specifications given in technical bid):

S.N.	Item Description	Qty.
1	Secured Web Gateway Solution Appliances initially supporting 1500 users (each appliance) and scalable to 2000 users for Data Center, Mumbai	02
2	Secured Web Gateway Solution Appliances initially supporting 1500 users (each appliance) and scalable to 2000 users for DR Site, Chennai.	02
3	Management and Reporting Server at DC	01
4	Cloud access licenses	25

4. The proposed solution must be supported for a period of 5 years (3 years as warranty and 2 years post warranty support) from the date of acceptance. Further, additional 1 year AMC, if so required by Bank.
5. Installation and configuration of supplied hardware associated software, system integration and migration of users. The implementation should be carried out on holidays or after office hours with minimum downtime to avoid disruption existing services.
6. It would be the responsibility of the successful bidder to liaise and do necessary configuration on related equipment in consultation with the officials of the Bank.
7. Any additional requirement regarding hardware, software, connectors, cables (except patch chords, power, rack space) etc for implementing the solution, after awarding the contract will not be entertained by the Bank. The Bidder shall not be responsible for the same and no additional cost would be paid by the Bank.

8. Project Management:

- (i) There should be a Single Point of Contact from bidder's side during the implementation of the project.
- (ii) The Bidder shall carry out the Project Management for the entire Project from commencement to final handing over for live use.
- (iii) The bidders shall provide a comprehensive Project Plan.
- (iv) The bidder has to submit a detailed plan for migration and implementation of the solution. Plan should include the full scope of the project. On acceptance of such plan by Bank, the vendor is required to carry out the implementation, migration and customization as applicable including supply, installation, and testing of solution etc.

The bidder shall also handle all matters relating to the configuration and operation of the system including but not limited to application, system interfaces, documentation, user manual and training for the successful implementation of the system. .

- (v) Study and submission of migration plan by the bidder to be started immediately after placing of order and should be completed and approved prior to delivery of solution.
- (vi) The bidder has to inspect the Data Center, Mumbai and DR Site, Chennai after placing the order for site requirement analysis i.e. space, cabling, electrical power requirement along with number of sockets and their capacity etc required for installation of hardware and submit the report.

9. **Warranty and AMC**

- (i) Comprehensive and BACK-TO-BACK warranty from OEM for a period of three (3) years from the date of acceptance.
- (ii) Comprehensive and BACK-TO-BACK AMC from OEM for a period of two (2) years from the date of expiry of warranty.
- (iii) Additional one (1) year comprehensive and BACK-TO-BACK AMC, if required by Bank.
- (iv) Replacement of failed hardware should be next business day (NBD).
- (v) Detailed scope of warranty and AMC is given in **Section 9.3** of this tender.

10. **Support**

- (i) The bidder should provide 24X7X365 on-site support, including support for day to day operational / technical issues.
- (ii) The OEM should provide 24X7X365 technical support through phone and web, product upgrades, updates, patches and access to Technical Library and product documentation. Bidder has to provide credentials for logging into OEM support website.
- (iii) The Bank will log call to the bidder central help desk only. The call logging from Bank side would be from central location.
- (iv) Any coordination required with OEM, it would be the responsibility of bidder engineer.
- (v) The bidder should attend the problem **rectify/replace within 4 hours** of the receipt/notice of the complaint. The hot swappable parts should be replaced immediately for which the selected Bidder should store all the critical and hot swappable spares at the site.

11. The bidder shall be responsible for installing / configuring of all patches / updates / upgrades required for the offered solution as and when released by OEM, without any extra cost to Bank during the warranty and post warranty period.

12. **Return Material Authorization (RMA)**

- (i) The replacement unit (during warranty and AMC) has to be shipped by OEM to the location and the bidder should install, configure and integrate the same. Once confirmed on the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM.
- (ii) All charges towards replacement have to be borne by the bidder. No charges whatsoever would be paid by the Bank.

13. Preventive Maintenance

- (i) Preventive maintenance shall be compulsory carried out by the bidder during Warranty and AMC period. Preventive maintenance activity should be completed **every quarter** and report should be submitted to the bank.
- (ii) Preventive maintenance activity should take care of physical verification, device configuration verification, device health checkup, fine-tuning the configuration, security checkup, verification of bugs/patches, upgradation of firmware/operating system to the latest version (if available from OEM) etc.
- (iii) The preventive maintenance report format shall be prepared by bank; the bidder shall strictly follow the format of bank and submit the same for each location wise during Warranty/AMC period.
- (iv) The bidder is required to prepare PM schedule for all the locations and forward the same at least one week in advance to the Bank.
- (v) Non performance of PM will attract Liquidated damages as specified in **Section 9.5** of RfP.

14. **IPv6:** Bank is in the process of implementing IPv6 within another 1 year. Bidder need to configure/migrate the solution to support IPv4 and IPv6 without any additional cost during the contract period.

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

16. Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and AMC (including additional 1 year, if required by Bank) at no extra cost to the Bank.

17. The bidder to note that, the Bank reserves the right to upgrade the equipment during the contract period by enabling license or addition of module/card. The upgradation may be carried out with the shortlisted vendor by calling for proposal or if desired, Bank would issue RfP and shortlist vendor for supply of components.

18. The system spare parts/services as and when required, and complete maintenance of the Systems during warranty period and AMC, shall be supported for a period not less than 6 years (includes additional one year) from the date of acceptance of the System by the Bank.

19. SIDBI conducts periodic Information Security audit by third party as per regulatory requirements. In case of any observation by the auditor for upgradation of software / firmware to mitigate the risk or any changes in configuration, the same will be conveyed to the bidder. The bidder is required to upgrade the software/firmware of all the equipment supplied by them, subject to availability from OEM.

20. Training and Knowledge Transfer

- a) The bidder shall impart training to Bank identified IT personals (around 3 nos.) for 2-3 days on the following areas:-
 - (i) Knowledge Transfer Training of the Deployed Solution Architecture and Design.

- (ii) Secure web gateway platform Administration & Management, including policy creation / management, reporting, backup and recovery etc.
 - (iii) Basic level user level troubleshooting.
 - (iv) The bidder will have to ensure that training is imparted in a professional manner through Qualified Personnel and Course Materials would have to be provided for the same.
 - (v) The training should be conducted at Mumbai only.
- b) The selected bidder shall arrange for OEM training on complete administration of proposed solution to two officials of Bank. The training should be hands-on with complete configuration, management, troubleshooting etc. The training should be at Mumbai.

21. Shifting

- (i) The Bank is in the process of co-locating its Data Center and DR site. Bank may shift the equipment to other locations within the Country and in such case the bidder undertakes to continue to provide warranty/AMC and maintain/support the equipments/solution at the new location.
- (ii) The charges towards physical shifting, site readiness, transportation, transit insurance etc would be borne by the Bank.
- (iii) Bidder will be informed about old and new location/office details as and when the Bank decides to shift the Data Centre and DR Site. The bidder should carry out de-commissioning, dismantling, un-mounting of hardware from the old location and rack mounting and configuration of hardware etc at the new location. No additional cost whatsoever would be paid by the Bank.
- (iv) The vendor is required to update their database and provide support, Warranty/AMC etc, at the new location.

22. 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.

23. In case of any damage to Bank property during equipment delivery and installation attributable to the bidder, bidder has to replace the damaged property at its own cost.

24. Responsibility of SIDBI

- (i) Reviving the project and implementation plan and granting approvals.
- (ii) Make available the details of existing proxy implementation, user details etc.
- (iii) Make available site for installation with power, rack space, earthing, internal cabling (fiber / UTP) and patch chords/panels (fiber, UTP).
- (iv) Provide details of contact person at the location/office who would be coordinating during installation. Network Management Team at Mumbai would be coordinating along with local contact person during configuration.
- (v) Providing downtime for installation / preventive maintenance of equipment. The vendor should communicate at least one week in advance, the proposed date for preventive maintenance etc, based on which downtime would be obtained from the locations/offices.

(vi) SIDBI or its outsourced partner from central location would be logging all calls with the vendor central help desk and coordinating for call closure.

6. 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.

6.1. Pre-bid Meeting

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.
2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the Critical Information sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

6.2. Amendment / Addendum 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 / addendum, if any will be posted on Banks website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>) only.
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.

6.3. 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.

6.4. Documents Comprising the Bid

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

6.5. Bid Currency

Bids should be quoted in Indian Rupee only.

6.6. Tender Form Cost

Non-refundable Bid Price of requisite value as specified in '**Critical Section**' of 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 Mumbai must be submitted separately along with RFP response.

6.7. Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of amount of requisite value as specified in '**Critical Section**' of RfP.
2. EMD should be in the form of:
 - a) Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai **OR**
 - b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - X**.
3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
4. Request for exemption from EMD (Security Deposit) will not be entertained.
5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
 - a) Issue of Lol / purchase order to the successful bidder **OR**
 - b) The end of the bid validity period, including extended period (if any) **OR**
 - c) Receipt of the signed contract from the selected Bidder; **whichever is earlier**.
6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and submission of Performance Bank Guarantee by the bidder.
7. In case the acceptance of equipment is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank.
8. The bid security (EMD) may be forfeited:
 - a) If a Bidder withdraws its bids during the period of bid validity.
 - b) 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.
 - c) In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.
 - d) 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.

6.8. 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, Gol.

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 self attested certified copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP. **The certificate should be valid as on date of submission of tender.**
5. In the current tender splitting of order is not applicable as the requirement is for complete solution. Hence, no purchase preference would be given.

6.9. Period of Validity of Bids

1. Prices and other terms offered by Bidders must be firm for an acceptance period of **180 days** from date of closure of this RfP.
2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

6.10. Deadline for submission of Bids

1. The bids must be received by the Bank at the specified address not later than the date specified in "**Critical Information**" section of RfP.
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.
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.

6.11. 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.

6.12. 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.

6.13. Quotation of Price for all Items

1. The Bidder should quote for list of all the items proposed / listed in this Bid.
2. In case, prices are not quoted by any bidder for any specific item / product / service for the purpose of evaluation the highest of the prices quoted by other bidders, participating in the bidding process, will be reckoned as the notional price for that item/product / service, for that bidder and commercial evaluation would be carried out.
3. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other bidders (whose Price Bids are also opened) for that new item/ product / service and highest price for buyback items will be reckoned. This shall be binding on all the bidders.
4. However, the Bank reserves the right to reject all such incomplete bids

6.14. Opening of Bids by the Bank

1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
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 bids in their absence.
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 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. 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. Opening of commercial bids will be carried out only those bidders who have qualified the technical evaluation.

6.15. Pre Contract Integrity Pact

1. Pre Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
2. The bidder has to submit signed Pre-Contract Integrity Pact as per the format at [Annexure-XII](#) on a **non-judicial stamp paper of requisite value (to be borne by the bidder)** applicable at the place of its first execution along with the pre-qualification bid.

6.16. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using

terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

6.17. Documents to be submitted

1. Bidders are required to submit their responses in **THREE non-window envelopes** superscribing the nature of bid (i.e. pre-qualification, Technical or Commercial).
2. All the individual envelopes must be super-scribed with the following information as well:
 - Name of the bidder, Contact Name, Contact Number and e-mail id.
3. The contents of each bid should be as under:

Envelope #	Bid Contents	No. of Copies	Label of Envelope
1	<p><u>Pre-Qualification Bid</u></p> <p>a) DD/ Pay Order / BG for Rs.1,50,000/- towards EMD. The BG should be as per format given in Annexure – X.</p> <p>b) DD/ Pay Order for Rs.1,000/- towards cost of tender form.</p> <p>c) Bid Forwarding Letter as per Annexure – I.</p> <p>d) Pre-Qualification Criteria as per Annexure – II.</p> <p>e) Masked Price Bid without indicating the price as per Annexure –IV should be submitted.</p> <p>f) Manufacturer Authorization Form (MAF) as per Annexure – V.</p> <p>g) Undertaking of authenticity – Annexure – VI.</p> <p>h) Undertaking of Quality of deliverables – Annexure –VII.</p> <p>i) Power of Attorney for authorized signatory – Annexure – VIII.</p> <p>j) Non Blacklisting – Annexure – IX.</p> <p>k) Non-disclosure agreement – Annexure –XI.</p> <p>l) Pre contract integrity pact – Annexure – XII.</p> <p>m) Bidders support details – Annexure –XIII.</p> <p>n) Undertaking on experience of</p>	01 Hardcopy and 01 Editable soft copy	<p><u>“Pre-Qualification Bid”</u> - RfP for Procurement of Secure Web Gateway Solution– Tender No. 400/2017/1179/BYO /ITV dated 22/06/2016”</p>

Envelope #	Bid Contents	No. of Copies	Label of Envelope
	<p>Bidders support engineers – Annexure –XIV.</p> <p>o) Undertaking from OEM on non-end of sale – Annexure –XV.</p> <p>p) Experience of OEM in BFSI sector – Annexure –XVI.</p> <p>q) Statement of deviation as per Annexure -XVII.</p> <p>r) Bank Mandate Form – Annexure –XVIII.</p> <p>s)</p>		
2	<p><u>Technical Bid</u></p> <p>a) Technical Bid as per Annexure - III.</p> <p>b) Data sheets/printed literature of all the components being quoted.</p> <p>c) Copy of RfP and pre-bid clarifications issued by Bank duly signed and stamped on all pages accepting all the terms and conditions.</p>	01 hardcopy and 01 Editable soft copy.	“ Technical Bid- RfP for Procurement of Secure Web Gateway Solution–Tender No. 400/2017/1179/BYO /ITV dated 22/06/2016”
3	<p><u>Commercial Bid</u></p> <p>Commercial Bid as per Annexure – IV.</p>	01 hardcopy	“ Commercial Bid - RfP for Procurement of Secure Web Gateway Solution–Tender No. 400/2017/1179/BYO/ITV dated 22/06/2016”

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

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

6. Filling and sealing of Bid

- (i) All the proposals / declarations / assertions made by Bidder as well as OEM should be on their letter head.
 - (ii) The Bid shall be typed or written in indelible ink.
 - (iii) All pages should be numbered and shall be signed by the Bidder authorized representative i.e. on whose favour Power of Attorney is issued, to bind the Bidder to the Contract. No correspondence will be entertained from unauthorized persons
 - (iv) Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.
 - (v) Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
 - (vi) Faxed copies of any submission are not acceptable and will be rejected by the Bank.
7. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
 8. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.
 9. 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 Bank web site and CPP portal only.
Bidders must have close watch on the website and CPP portal during the intervening period before submitting response to RfP.

6.18. Order Placing

1. Bank will initially place order for all the equipment with 3 years warranty (hardware and software/licenses including support). Order for AMC (including 6th year, if contracted) would be placed in respective years prior to expiry of warranty/AMC.
2. Bank reserve the right to place the order with respective bidder(s) at the contracted price for all the items in single or multiple lots within the bid validity period.
3. The Bank reserves the right to 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).

7. Pre-Qualification Criteria

1. Proposals not complying with the 'Pre-Qualification criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following Pre-Qualification criteria.

S. N.	Pre-Qualification Criteria	Supporting Documents Required
(i)	The Bidder should be a registered company (public or private) incorporated in India and should be in existence in India for last 5 years as on the date of the RfP.	Copy of certificate of incorporation to be submitted.
(ii)	The bidder should have a minimum of 3 years experience in security as on the date of the RfP. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original company will be taken into account).	Purchase Orders (PO) and corresponding relevant documents for last 3 years should be furnished.
(iii)	The bidder should be authorized partner of OEM and should be having back to back support of Original Equipment Manufacturers (OEM) for the equipment included in the proposed solution. The back to back Support agreement with OEM should include the activities such as Technical Assistance support, Spares support, replacement of failed hardware, Software upgradation support.	The proof in support of the same (MAF) from OEM must be enclosed along with the pre-qualification bid as per the format given in Annexure -V .
(iv)	The Bidder should provide reference of minimum one client in BFSI segment where bidder have supplied and implemented Appliance Based Secure Web Gateway solution in DC-DR Model during the last 3 years as on the date of submission of the bid.	Purchase Orders (PO) and corresponding relevant documents should be furnished. POs should not be more than 3 years old as on the last date of submission of the bid. Bank reserve the right to verify the reference.
(v)	The bidder should have at least 2 trained Engineers who have at least 1 year experience on proposed Secure Web Gateway Solution.	Details of engineers along with experience to be provided. Further, the bidder should provide declaration as per the format given in Annexure -XIV , duly signed by authorized signatory.
(vi)	The bidder should have minimum average annual turnover of INR 10 Crore out of Indian Operations during the last three (3) Financial years from the date of tender.	Supporting the fact the bidder should furnish for last three Financial years:
(vii)	The bidder should have positive net-worth and cash profit (i.e. no cash loss) in 2 years out of last 3 years from the date of tender.	1. CA certificate and 2. Audited Balance sheets and 3. P/L statement.
(viii)	The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number.	Copies of Sales Tax / VAT / Service tax / PAN to be enclosed.

S. N.	Pre-Qualification Criteria	Supporting Documents Required
(ix)	The bidder should have: <ol style="list-style-type: none"> 1. OWN service / support center at Mumbai with trained and experienced engineers and 2. Support / service at Chennai for maintenance and able to provide efficient and effective support. 	<ul style="list-style-type: none"> • Declaration with complete details of the service/support center, experience of engineers at Mumbai and Chennai to be submitted. • Details may be provided as per format given in Annexure -XIII.
(x)	The products quoted should not be declared End of Life for next 5 years and should not be end of support for next 6 years from the date of acceptance.	Declaration on OEM letterhead duly signed by authorized signatory as per Annexure -XV to be submitted.
(xi)	The OEM should have supplied same make of equipment for at least 3 customers in BFSI sector during the last 3 years as on the date of submission of the bid.	Declaration on OEM letterhead along with complete details of the customers (Customer Name, Contact Person, Mail id, Mobile No, Details of equipment supplied etc) duly signed by authorized signatory as per Annexure -XVI to be submitted
(xii)	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	Declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure -IX to be submitted.

2. The Bidder should submit relevant documentation supporting the above eligibility/ qualification criteria. In case of non-compliance with any of the eligibility criteria mentioned above, the bidder shall be liable to be disqualified without any notice and the bids of the bidder may not be processed further.
3. Any additional / irrelevant document enclosed with the bid, may lead to disqualification. The compliance matrix of eligibility criteria may also be submitted as given in **Annexure III**. It may be ensured that response to each of the items in the compliance matrix should be 'YES' and should be consistent with the documents submitted.
4. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon would be rejected.
5. **BFSI:** Scheduled commercial banks in public or private sector / All India FIs / Insurance Companies will be considered under BFSI.

8. Evaluation Methodology

8.1. Clarification of bids

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

8.2. 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 Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
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. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
6. 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.
7. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

8.3. Technical Evaluation

1. Pursuant to the evaluation of pre-qualification criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
2. SIDBI will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive and meeting the technical specifications given in the tender. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.

3. The bidder's disqualification during technical evaluation in any one item would result in disqualification of the tender as a whole.
4. During Technical evaluation the Bank at its discretion can ask the bidders for the demonstration / POC of all or some components/ features and components of the hardware items quoted by them.

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

5. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
6. All bidders would be evaluated based on the technical weightage of 100 for each of technical parameter. Details of weightage of each technical parameter given in Technical bid. The bidders would be given full marks or no mark based on the compliance of the technical parameter.
7. The bidders securing 75% or more would be finally shortlisted for commercial evaluation. In the event there are less than three bidders securing more than 75%, SIDBI would shortlist maximum top three bidders for commercial evaluation subject to scoring 70% or more.

8.4. Commercial Evaluation

1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation.
2. Bidders who do not qualify the technical evaluation will NOT be invited for opening of commercials.
3. Lowest Cost bid would be arrived as **(Cost of solution with three years Warranty/support and inclusive of all taxes) + (AMC cost of each year inclusive of all taxes calculated at Present Value, includes 6th year AMC cost also) + (Installation and Training Charges) – (Buyback Cost).**

The details of calculation are as given below:

- a) **K** = Cost of solution inclusive of all taxes and back to back warranty and support for three years from OEM and bidder.
- b) **L** = AMC of solution inclusive of all taxes and back to back alignment with OEM and support for a period of two years, at Present Values (PV).

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

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

Where:

- 'C' is the annual AMC amount of each year.
- 'r' is discount rate for calculation purpose will be taken as 8.09%.
- 'n' is number of years, i.e. 'n' is 4 for 1st year, 5 for 2nd year and 6 for 3rd year of AMC.

- c) **M** = Cost towards Installation and training
- d) **N** = Buyback Cost

e) $T = K + L + M - N$

4. Based on the above calculations the lowest quoted price (**T 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.

8.5. 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. If the supplier does not accept the correction of errors, its bid will be rejected.
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 vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

8.6. Award of Contract

1. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid i.e. L1.
2. The PO will be issued at the address supplied by the successful bidder in the tender process. Any change of address of the Bidder, should, therefore, be promptly notified to: The General Manager (Systems), Small Industries Development Bank of India, MSME Development Center, 3rd Floor, Information Technology Vertical, Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051.

8.7. Purchase Preference

No purchase preference would be given as the order is for entire solution and cannot be split.

9. Special Terms and Conditions

9.1. Price

1. The price quoted by the bidder should be in Indian Rupee and should be inclusive of all local taxes, VAT, service tax, duties, levies, transportation costs, back to back support with OEM during warranty/AMC(including 6th year AMC, if Bank contracts) , insurance costs, training, implementation charges etc., till the bid validity period.
2. Once a contract price is arrived at, the same must remain firm throughout the period of contract 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.
3. While any increase in the rates of applicable taxes or impact of new taxes imposed by Gol, 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. This will remain applicable throughout the contract period (Warranty/AMC/additional AMC).
4. Octroi, if applicable, will be reimbursed as at actual, on production of the original octroi paid receipt in the name of the Bank.
5. No other cost whatsoever will be paid by SIDBI.

9.2. Terms of Payment

The standard payment terms of SIDBI would be:

1. Payment for Supply, Installation, Warranty and Support

a) 50% payment:

- i. On delivery and verification of items at respective locations/offices
- ii. Submission delivery challans duly signed, stamped, dated by SIDBI officials.
- iii. The vendor has to claim octroi paid, if any along with this payment.

b) 40% payment:

- i. On completion of Installation, configuration, integration, migration of users and completion of training.
- ii. Installation certificate has to be submitted by the vendor as per format which will be given along with PO, duly signed, stamped and dated by the Bank officials.

c) 10% payment:

- i. On Acceptance of solution by the Bank.
- ii. Submission of Back to back warranty certificate from OEM valid for a period of 3 years from **date of acceptance**.
- iii. Submission of performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid for a period of 36 MONTHS from the date of acceptance with invocation period of additional THREE months beyond expiry of warranty i.e, 36 months + 3 months. The performance bank guarantee should be as per the format given in [Annexure –XIX](#).

- iv. In case bidder does not submit PBG, the final 10% payment would be released after 3 months from completion of warranty period.

2. Payment during AMC

The payment terms during AMC (including 6th year AMC, if Bank contracts) would be paid annually 100% in advance on:

- a) Submission of invoice
 - b) Proof of back to back alignment with OEM and
 - c) PBG (to be submitted annually) for 10% of the AMC value for the respective year valid for a period of 15 months.
 - d) In case vendor does not submit PBG, the payment would be released after 3 months from completion of AMC period.
 - e) The format for PBG will be as per **Annexure –XIX**.
3. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure –XVIII**) along with cancelled cheque in original with technical bid.
4. Bidder will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI officials, proof of back-to-back warranty arrangement certificate while claiming the appropriate payment.
5. TDS, if any, will be deducted while releasing the payment.
6. All Payments will be made to the Bidder in Indian Rupee only.
7. All payments will released within 4 weeks of receiving the undisputed invoice along with all the documentary proof.
8. 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.
9. 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.

9.3. Warranty and AMC

1. Warranty

- a) The warranty of entire solution deployed for this project shall be onsite, comprehensive, back to back from OEM for a period of 3 years (36 months) from the date of acceptance.
- b) The bidder will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software. The bidder will provide support for hardware and pre-installed software components including operating system during the warranty period. Defective hardware shall be replaced with new hardware by the vendor at his own cost, including the cost of transport.
- c) The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- d) The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the

design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.

- e) The warranty should cover all parts including updates, upgrades of software, maintenance and support for its proper operation, performance and output as specified in the tender technical specifications for a period of 36 months from the date of acceptance by the Bank at no cost to Bank.
- f) In case equipment is taken away for repairs, the bidder shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.
- g) Warranty should not become void if the Bank buys any other add-on hardware / software / licenses from a third party and installs it in the presence of the representative of the bidder. However, the warranty will not apply to such third-party hardware/software items installed by the Bank.

2. Annual Maintenance Contract

- a) The selected bidder will enter into **comprehensive onsite AMC**, if so desired with back to back from OEM for a period of 2 years, for post warranty maintenance after the expiry of the warranty period. However, if the support of the bidder is not satisfactory, the bank will be having right to go with any other vendor for AMC.
 - b) Bank may in addition enter into **AMC for 3rd year**, if so desired at the cost quoted by the bidder under optional cost.
 - c) In the case of authorized/ channel partners, AMC charges shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, upgrades for providing AMC support for the period.
3. During the warranty Period, the selected vendor will have to provide all software updates, releases, version upgrades, new versions etc. within 30 days their availability without any cost to the Bank. The supplier will also undertake to carry out implementation / operationalization / customization / changes due to statutory requirements of such software updates, releases, version upgrades, new versions etc. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
4. During the Warranty/AMC (including 6th year AMC, if Bank contracts) period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
5. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank.
6. Any corruption in the software or media shall be rectified during the full period of the contract including warranty/AMC, if contracted, at no extra cost to the Bank.
7. The bidder shall make available the spare parts, components etc, for the equipments for a minimum period of six years. If any of the peripherals/components are not available during the Warranty / AMC (including 6th year AMC, if Bank contracts) period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.
8. In case some equipment is declared by the bidder as beyond repairs, the bidder shall provide a NEW replacement equipment of the same of higher configuration from the same OEM with prior approval of the bank.

9. **Mean Time Between Failures (MTBF):** If during the warranty and AMC (including 6th year AMC, if Bank contracts) period, any hardware and/or software items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior NEW hardware items by the bidder at no additional cost to the Bank.
10. During Warranty/AMC (including 6th year AMC, if Bank contracts) the bidder should provide comprehensive on-site 24X7X365 support free of cost.

9.4. Uptime

1. The bidder shall guarantee an uptime of **99.95%** for the solution supplied at DC and DR, during Warranty and AMC (including 6th year AMC, if Bank contracts) period, which shall be calculated on monthly basis.
2. The Downtime calculated shall not include any:
 - a) Failure due to bank (Power, cabling fault, servers etc.)
 - b) Preventive maintenance activity and
 - c) Force Majeure.
3. The percentage uptime is calculated on monthly basis (24 hours a day).
4. The performance would be measured as under on monthly basis:

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

Shortfall in performance = uptime % - Performance %

5. Liquidity damages would be charged for shortfall in performance compliance level.
6. In the case of any breakdown/ error, malfunction of hardware, hardware component, accessories and system software etc. the relevant defect should be attended immediately and **rectify/replace within 4 hours** of the receipt/notice of the complaint. The hot swappable parts should be replaced immediately for which the selected Bidder should store all the critical and hot swappable spares at the site.

9.5. Liquidated Damages

1. Default in Delivery

- a) If the vendor fails to deliver the items within stipulated period, Bank will impose a LD of 1% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.
- b) In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.
- c) If orders are cancelled due to non delivery, the vendor will also be debarred by Bank for participating in any future tenders floated by Bank.

2. Delay in Installation

- a) If the vendor fails to install the items and migrate the users within four (4) weeks from date of delivery, Bank will impose a LD of 1% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 5% of value of the late installed items.
- b) However, no LD will be imposed for the durations leading to delays in installation of hardware / software due to reasons solely attributable to the Bank.

- c) The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc.

3. Non-Performance of Preventive Maintenance

- a) If the vendor fails to carry out preventive maintenance during Warranty and AMC (including 6th year AMC, if Bank contracts) and submit the reports, Bank will impose a LD of Rs.500/- for each incidence, subject to maximum of 10% of ordered / AMC value of the item.
- b) No LD will be imposed for any reason solely attributable to the Bank. However, in such case the bidder has to submit the reasons for not carrying out PM duly signed by the official of SIDBI at the location.
- c) The vendor will be required to forward to the banks well in advance the PM schedule / plan to enable the Bank to intimate the locations/offices and obtaining downtime etc.

4. Shortfall in Performance Compliance Level

- a) If the bidder fails to maintain guaranteed uptime of **99.95%** per month for all the ordered items, during Warranty and AMC (including 6th year AMC, if Bank contracts) the Bank shall impose liquidated damage of Rs.500/- per hour, subject to a maximum of 10% of the total contract value.
 - b) The amount of LD may be claimed/ adjusted while releasing the Performance Bank Guarantee or vendor will be advised to pay the same.
 - c) However, no LD will be imposed for the reasons solely attributable to the Bank, in such cases the bidder has to submit the proof.
5. The total liquidated damages towards non-performance of preventive maintenance and shortfall in performance compliance level will be maximum of 10% of the total contract value.

10. General Terms and Conditions

10.1. Definitions

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

1. "The Bank", "SIDBI", "Buyer" means Small Industries Development Bank of India (SIDBI);
2. "Bidder", "Vendor", "Supplier", "Seller" means the respondent to the RFP document.
3. "RFP" or "Tender" or "RfP" or 'Bid document' means the 'Request for Proposal document'.
4. "Bid" may be referred to as 'Offer'.
5. "The Contract", "Purchase Order" means the agreement entered into between the Bank, represented by its Head Office / MSME Development Centre / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
6. "The Contract Price", "Price", "Cost" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
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. "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, support, maintenance, training and other such obligations of the Supplier covered under the Purchase Contract;
9. "The Project Site" means, Small industries Development Bank of India locations/offices.

10.2. 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 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.

10.3. Subcontracts

The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract without prior written permission from the Bank.

10.4. Technical Information

1. The Bidder should strictly quote for the Brand/ Model complying with technical specifications given in [Annexure – III](#).
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.

3. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 6years including warranty period and post warranty maintenance (AMC). The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. Bank shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.
4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
5. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/ without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

10.5. Governing language

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.
2. The technical documentation involving detailed instruction for operation and maintenance, users'
3. Manual, cables, accessories etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

10.6. Applicable laws

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

10.7. 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.

10.8. 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.

10.9. Performance security

1. During Warranty

- a) The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value and valid for WARRANTY period + THREE months (invocation period) from the date of acceptance.
- b) The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank.
- c) Since the validity of the BG is linked to the warranty/ acceptance of the hardware, the bidder shall submit the BG only after getting the confirmation from the Bank about the acceptance & warranty period.

2. During AMC

The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of annual AMC value and valid for 15 months (including invocation period of 3 months) from the date of start of AMC. The BG to be submitted annually for the AMC period. This is also applicable for 6th year AMC, if Bank contracts.

10.10. Insurance

1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
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
4. Should any loss or damage occur, the Bidder shall
 - a) Initiate and pursue claim till settlement, and
 - b) Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

10.11. Inspections and tests

1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:
 - a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Bank / Bank's Consultants /Testing Agency. The supplier should intimate the Bank before dispatch of goods to various locations/ offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.

- b) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
 - c) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
 3. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
 4. On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the Bank.

10.12. Delivery and Installation Schedule

1. Delivery

- a) The Bidder should deliver the goods within **FOUR WEEKS FROM THE DATE OF PURCHASE ORDER.**
- b) Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
- c) Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
- d) Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.
- e) The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI

2. Installation and Integration

- a) The Bidder shall install, integrate and migrate the users within **FOUR WEEKS** from the date of delivery of the equipment at respective location.
- b) The Bidder to explain the Bank officials the details of all the features and functionality of the solution.
- c) After completion of installation the bidder should obtain Installation certificate (the format of which would be shared with the shortlisted vendor(s)) from the Bank official at respective locations. SIDBI will carry out acceptance of hardware as per acceptance test plan.
- d) Installation will be treated as incomplete in one/all of the following situations:
 - i. Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.

- ii. Non-delivery of supporting documentation.
 - iii. Delivery, but no installation of the components and/or software.
 - iv. Improper integration, configuration and migration of policies.
 - v. System operational, but unsatisfactory to the Bank.
3. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
 4. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

10.13. Locations for Delivery & Installation

The equipments to be delivered installed and maintained at the following locations:

S.N.	Item Description	Qty.	Address
A. Data Center, Mumbai			
1.	Secure Web Gateway Appliances	02	SIDBI, MSME Development Centre, 3 rd Floor, Information Technology Vertical (ITV), Plot No.C-11, G Block, Bandra Kurla Complex, Bandra(E), Mumbai – 400051
2.	Management and Reporting Server	01	
3.	Cloud licenses for laptops / mobile /iphone etc	25	
B. DR Site, Chennai			
1.	Secure Web Gateway appliances	02	SIDBI, Overseas Towers, 756-L, Anna Salai, Chennai – 600002 Tamil Nadu

10.14. Buyback

1. Two numbers of Cisco Ironport 370 Web Gateway Security appliances under buyback will be sold on **“as is where is” basis** and purchase price of these items once accepted by the Bank cannot be withdrawn by the vendor.
2. The buyback equipments should be collected from the following address:
SIDBI, MSME Development Centre, 3rd Floor, Information Technology Vertical (ITV), Plot No.C-11, G Block, Bandra Kurla Complex, Bandra(E), **Mumbai – 400051**
3. It would be vendor’s responsibility to collect the buyback items, from SIDBI location. SIDBI will not provide any transportation towards this.
4. It would be vendor’s responsibility to ensure safe disposal of e-waste comprising discarded hardware/ electrical/ electronic equipment/ components taken under buyback or other arrangement.

10.15. Delivery and Documents

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

1. Original copy of the delivery challan. duly signed with name, designation, date and seal of the office concerned affixed. The challan should contain the seal and date of receipt of the equipment by SIDBI location.
2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
3. Inspection Certificate issued by the nominated inspection agency and the Supplier's factory inspection report and Quality Control Test Certificates, if any.
4. The Supplier is responsible for all unpacking and installation of Products. The Supplier will ensure that all systems along with software have been commissioned as per scope for successful and continuous operation at all installation sites.

10.16. Acceptance

1. The acceptance / performance test will be performed after completion of installation of all the equipments at the location. Complete hardware and Software as specified in the tender must have been supplied & installed properly by the Bidder prior to acceptance of the same. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
2. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
3. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made by the bank to the bidder.
4. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective hardware items.
5. The Bank's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
6. Acceptance test would be carried out after five working days from the date of installation by the network management team at Datacenter, Mumbai. The vendors certified engineer from Mumbai should be available at SIDBI, Mumbai location during the acceptance testing.

S.N	Nature of activity	Remarks
1	Physical Delivery of the hardware items as per the PO and Installation.	<ul style="list-style-type: none"> ➤ Delivery of ordered items along with accessories, cables, manuals etc as per order. ➤ Installation of the items in the rack after removal of old equipment.
2	Configuration and integration	<ul style="list-style-type: none"> ➤ Configuration of the equipment and Integration as per scope of work.

S.N	Nature of activity	Remarks
3	Verification of features	➤ Verification of features as asked for in technical bid.
4	Migration	➤ Migration of existing users.
5	Commissioning and go-live.	➤ Successful working of the solution for at least 5 working days.
6	Acceptance Certificate.	➤ On successful completion of acceptance test, bidder would be provided acceptance certificate.

10.17. Acceptance Date

- Bidder shall submit all the duly signed Installation Certificates at Bank's Mumbai office.
- For the convenience of the bidder and the Bank, single acceptance date would be arrived for the entire lot of purchase (i.e for DC and DR) by taking weighted average of all the installation dates.
Accordingly, the warranty period of 3 years starting from the date of acceptance, shall be determined and conveyed to the bidder in writing.
- The **back to back warranty certificate from OEM should be from date of acceptance** and the same to be submitted for release of final payment.

10.18. Change / Modification in Locations for Delivery/Installation/support

- Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank.
- The change / modification of location would be due to Banks requirement for re-allocation of hardware or due to co-location of Data Center and/or DR site during the contract period.
- In case the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges/arrange shifting.
- In case the hardware items are shifted after installation, commissioning etc., the bidder shall carry out de-installation from the old locations and installation and commissioning at the new locations at no additional cost to the Bank. The Bank in such cases shall arrange shifting of the equipment. Bidder to refer to SoW for shifting in this scenario.
- The Warranty/AMC/support should be applicable to the altered locations.

10.19. Forfeiture of performance security

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

10.20. No Commitment to Accept Lowest or Any Offer

- 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.

10.21. Conditional Bids

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

10.22. 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.

10.23. Taken / Brought over of Company

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

10.24. No Employer – Employee Relationship

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

10.25. Termination

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

10.26. Termination of AMC Contract

Bank will terminate the AMC (including 6th year AMC, if Bank contracts) contract on occurrence of the following:

1. Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.
2. Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.
3. Bidder failure to meet the performance requirement specified herein
4. However, the selected bidder shall commit himself to service for a minimum period of 6 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.

10.27. 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.

10.28. Corrupt and fraudulent practice

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:
 - a) **“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.
 - b) **“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.
2. 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.

10.29. 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.

10.30. 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.

10.31. Confidentiality

1. This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI. The Bidders shall submit a non-disclosure agreement as per **Annexure -XI** on non-judicial stamp paper of appropriate value at the time of submission of bids.
2. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

10.32. IPR Infringement

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

10.33. Limitation of liability

Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision in Clause 10.32 and Clause 10.39 hereinbelow, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

10.34. Rights to Visit

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.
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.

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.

10.35. Audit

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

10.36. 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.

10.37. Compliance with Statutory and Regulatory Provisions

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

10.38. Right of Publicity

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

10.39. Indemnity

1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
2. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
3. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
5. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
7. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or

8. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
9. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
10. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
 - a) Notifies the Bidder in writing; and
 - b) Cooperate with the bidder in the defense and settlement of the claims.
11. The Bidder shall not be liable for defects or non-conformance resulting from:
 - a) Software, hardware, interfacing not approved by Bidder; or
 - b) Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
 - c) Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
 - d) Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

10.40. 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
2. 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.
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 s is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

10.41. Resolution of Disputes

1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators

shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
4. 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;
5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
6. 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.
7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

11. Annexure

11.1. Annexure I - Bid Forwarding Letter
(To be submitted on Bidders Company letter head)

Date: _____

The 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 (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Procurement of Secure Web Gateway Solution for DC and DR

1. We, the undersigned, offer to submit our bid in response and accordance with your tender No. 400/2017/1179/BYO/ITV dated June 22, 2016. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD, tender fee and other 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 maximum 6 years' product support for all components from OEM and maintain the 'Total Solution' for 5 + 1 (if Bank desires) years maximum both from the date of acceptance. If, we are unable to provide support for the said period then we shall upgrade the component/ sub-component with an alternative that is acceptable to the Bank at no additional cost to and without causing any performance degradation and/or project delays
4. The Warranty and AMC (including additional 1 year AMC) would be back to back from OEM. The warranty of equipment would start from date of acceptance of the solution by the Bank. Further, 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. The price quoted by us includes back to back 3 years warranty and 2 years AMC (and 1 year additional AMC) with back to back alignment with OEM and support.
6. 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".
7. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.
8. We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

11.2. Annexure –II - Pre-Qualification Criteria

A. Bidders Company Profile

S.N.	Description	Bidder's response
1	Name of the bidder company (Registered name of the bidding Company)	
2	Details of Incorporation of the Company.	Date: Ref. No.:
3	Status of Company. Documentary proof enclosed. (Yes/No)	
4	Website of Company	www.
5	Address of Registered Office with contact numbers.	
a	Address	
b	Pin Code	
c	Land Line No (with STD code)	
d	Fax No. (with STD code)	
6	Address for Correspondence (if different from above).	
a	Address	
b	Pin Code	
c	Land Line No (with STD code)	
d	Fax No. (with STD code)	
7	MSME Status (Tick appropriate).	
a	Company does not qualify the status of MSE.	
b	Company does qualify the MSE status.	
c	SC/ST	
d	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No).	
8	PAN No. Copy of PAN enclosed. (Yes/No)	
9	Sales Tax Registration No. Copy of Sales Tax certificate enclosed. (Yes/No)	
10	Service Tax Registration No. Copy of Service Tax certificate enclosed. (Yes/No)	
11	Contact Details of Bidder's authorized representative to make commitments to SIDBI.	
a	Name	
b	Designation	
c	Land Line No. (with STD code)	

S.N.	Description		Bidder's response
d	Mobile No.		
e	Fax No. (with STD code)		
f	Mail Id		
18	Financials		
	Parameter	FY	Amount in lakh
a	Annual Turnover	2013 - 2014	
		2014 - 2015	
		2015 - 2016	
b	Cash Profit	2013 - 2014	
		2014 - 2015	
		2015 - 2016	
c	Net worth	2013 - 2014	
		2014 - 2015	
		2015 - 2016	
d	CA certificate attached. (Yes / No)		
e	1. Audited balance sheet and 2. P/L account attached. (Yes/ No)		

B. OEM Company Profile

S.N.	Description	Bidder's response
1	Name of the OEM (Registered name of the OEM)	
2	Registered Office Address of OEM	
3	Number of support centers in India.	
4	Number of years of experience in Secure Web Gateway Solution.	
5	Number of certified engineers in India.	
6	When the proposed model of product is likely to be declared 'End of Sale', in years?	

Note: In case of multiple OEMs, details of each OEM should be given in separate tables.

C. Compliance to Pre-Qualification Criteria

S. N.	Pre-Qualification Criteria	Bidder Compliance (Yes / No)	Page No. of Response where proof is attached.
1.	The bidder should be authorized partner of OEM and should be having back to back support of Original Equipment Manufacturers (OEM) for the equipment included in the proposed solution. The back to back Support agreement with OEM		

S. N.	Pre-Qualification Criteria	Bidder Compliance (Yes / No)	Page No. of Response where proof is attached.
	<p>should include the activities such as Technical Assistance support, Spares support, Software upgradation support etc.</p> <p>Proof: MAF as per format given in Annexure-V to be submitted.</p>		
2.	<p>The Bidder should provide reference of minimum one client in BFSI segment where bidder have supplied and implemented proposed Appliance Based Secure Web Gateway solution in DC-DR Model during the last 3 years as on the date of submission of the bid.</p> <p>Proof: Purchase Orders (PO) and corresponding relevant documents should be furnished. POs should not be more than 3 years old as on the last date of submission of the bid. Bank reserve the right to verify the reference.</p>		
3.	<p>The bidder should have at least 2 trained Engineers who have at least 1 year of experience on proposed Secure Web Gateway Solution.</p> <p>Proof:</p> <ul style="list-style-type: none"> • Details of engineers along with experience to be provided • Further, the bidder should provide declaration as per the format given in Annexure -XIV, duly signed by authorized signatory. 		
4.	<p>The bidder should have minimum average annual turnover of INR 10 Crore out of Indian Operations during the last three (3) Financial years from the date of tender.</p>		
5.	<p>The bidder should have positive net-worth and cash profit (i.e. no cash loss) in 2 years out of last 3 years from the date of tender.</p>		
6.	<p>Supporting the facts in S.N.4 and 5, the bidder should furnish for last three Financial years:</p> <ol style="list-style-type: none"> a) CA certificate and b) Audited Balance sheets and c) P/L statement. 		
7.	<p>The bidder must have a currently valid Sales Tax / Service tax /VAT registration certificate and PAN number.</p>		
8.	<p>The bidder should have:</p> <ol style="list-style-type: none"> 3. OWN service / support center at Mumbai with trained and experienced engineers and Support / service at Chennai for maintenance and 		

S. N.	Pre-Qualification Criteria	Bidder Compliance (Yes / No)	Page No. of Response where proof is attached.
	<p>able to provide efficient and effective support.</p> <p>Proof:</p> <ul style="list-style-type: none"> • Details of support center along with experience of engineers at Mumbai and Chennai to be submitted. Details may be provided as per format given in Annexure - XIII. 		
9.	<p>The products quoted should not be declared End of Life for next 5 years and should not be end of support for next 6 years from the date of acceptance.</p> <p>Proof:</p> <p>Declaration on OEM letterhead duly signed by authorized signatory as per Annexure -XV to be submitted.</p>		
10	<p>The OEM should have supplied same make of equipment for at least 3 customers in BFSI sector during the last 3 years as on the date of submission of the bid.</p> <p>Proof:</p> <p>Declaration on OEM letterhead along with complete details of the customers (Customer Name, Contact Person, Mail id, Mobile No, Details of equipment supplied etc) duly signed by authorized signatory as per Annexure -XVI to be submitted.</p>		
11	<p>The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years as on the date of submission of bid. Bidder must certify to that effect.</p> <p>Proof:</p> <p>Declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-IX to be submitted.</p>		

BFSI: Scheduled commercial banks in public or private sector / All India FIs / Insurance Companies will be considered under BFSI.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Note

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.
- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

11.3. Annexure –III - Technical Bid

(1) Technical Specifications

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
A.	Hardware and Operating System	5		
1	The Secure Web gateway solution should be on-premises appliance based designed for secure proxy and active content caching services.	1		
2	The solution shall include Web Proxy with Caching, Web Content Filtering, URL filtering, Anti Malware, Anti-Virus, Application layer filtering, Layer 7 Application control features etc.	2		
3	The solution should have proprietary or hardened Operating System. The Operating system should be secure from vulnerabilities	1		
4	All the hardware provided as part of solution should be rack mountable. Rack mount kit to be provided.	1		
B.	Capacity of Appliance	3		
1	The solution with license should initially support 1500 users and should be scalable to 2000 users over a period of next 5 years i.e. each appliance should be scalable to 2000 users without any additional hardware. Additional licenses would be procured by SIDBI as and when required.	1		
2	The solution must not be declared End of Life during contract period i.e. for next 5 years and end of support for next 6 years from the date of acceptance by the Bank (if Bank desires to extend the AMC for additional one year after expiry of 5 years contract). In case, OEM declares their product's end of life during the contract period, Bidder should provide upgraded version of the products without any additional cost to the Bank.	1		
3	The solution should be able to handle all the firmware releases and updates /fixes / upgrades which the OEM releases for next 6 years.	1		
C.	Deployment Options	8		
1	The solution should support hybrid deployment, in a combination of on-premises and cloud web proxy solution supporting the Web filtering requirement for SIDBI's remote users and laptop's i.e. hybrid of cloud for remote user laptops/tablets/phones and on-premises for data center and end-user wired networks.	2		
2	The Solution should support explicit and transparent mode deployment.	1		
3	The solution should support high availability, Active-Active and Active -Passive mode.	1		
4	All components of the solution (Proxy, web / URL filtering, Antivirus, Antimalware etc) must be deployed in Active-Active and HA Mode.	1		
5	The solution when deployed in-line mode should support bypass mode in case of appliance failure i.e. traffic flow should not break. There should also	2		

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
	be bypass indication to know whether bypass is active or not OR any other mode to achieve the above functionality.			
6	The solution should be available as Virtual Image option at no extra cost to the Bank, if required in future. In such case the VM or server for installing the software would be provided by the Bank.	1		
D.	Proxy and Caching	24		
1	The solution should be a Web Proxy and should support HTTP, HTTPS, TCP Proxy, and Active FTP over HTTP and HTTPS.	2		
2	The solution Should support both IPv4 and native IPV6 proxy and gateway translation.	1		
3	The solution should support Reverse proxy functionalities with web acceleration features including security functionalities and anonymity and it should also support terminal services/Citrix OR any other approach to meet the above requirement including Reverse Proxy functionality.	3		
4	The solution should have Global web content monitoring services to provide regular and updated caching algorithms and signatures on regular intervals to the on-premises proxy to enable effective caching for popular web 2.0 and video sites.	5		
5	The solution should allow administrator to define access to the internet based on IP addresses, range of IP addresses, subnet and CIDR basis.	1		
6	The solution should support integration with Active Directory, LDAP and any standard based authentication server. This should allow administrator to define user or group based access policies to the internet.	1		
7	The solution should have authentication options for users/groups, It should supports authentication and authorization of users via Integrated Windows Authentication (Kerberos), NTLM (NTLM v1 and v2 in Session Security), RADIUS, AD/ LDAP etc.	2		
8	The authentication should be done every time a user access web through the appliance after defined idle time. The appliance should timeout user if the connection is left idle for a certain amount of time. Or any other recommended approach to meet the above requirement.	1		
9	The Solution should be possible to permit remote management of the appliance from specified IP address	1		
10	The appliance should have inbuilt caching mechanism. The appliance should have caching capacity of minimum 500GB.	1		
11	The solution should support user defined caching option: i.e. Whitelists, Blacklists, Protocol and content.	2		
12	The solution should provide facilities like Quality of Service (QOS), Bandwidth management based on user/user IP address/category or Group OR any	1		

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
	other recommended solution to meet the requirement.			
13	The solution must identify and block WebPages with: a. Malicious JavaScript / VB Script b. Malicious (or unauthorized) ActiveX applications c. Block Potentially Harmful Programs or Software's d. Malicious executables	1		
14	The solution should support protocol tunneling	2		
E.	URL filtering and Content Analysis	38		
1	The Appliance should have an inbuilt URL filtering functionality with pre-defined /custom categories.	1		
2	The content filtering software should have a database of URLs segregated into different groups/categories on content which should be automatically updated with latest changes on regular basis from the OEM's web sites.	1		
3	The License should be trust based & shouldn't have water marking on average IP count.	1		
4	The Solution should have facility to multi categorize a single URL or any other recommended solution to achieve the same.	2		
5	The solution should support Pre-defined categories and custom categories.	1		
6	The solution must allow administrator to create custom categories for URL filtering purpose.	1		
7	The appliance should filter the traffic passing through it based on URL patterns specified in the policies.	1		
8	The solution should provide high accuracy for Web 2.0 website classification. The solution should be capable of controlling and filtering web 2.0 operations on popular sites.	1		
9	The solution should support web 2.0 traffic and protect against web 2.0 based attacks.	1		
10	The Solution should provide creation of unlimited web access/QOS (Quality of Service) policies, and assign them to a particular user, IP address, or group etc. and Bandwidth Management based on User/Category.	1		
11	The solution must allow to create polices with administrator having the provision to allow or deny any group/category as per the appliance's URL data base and assign it to a particular user, IP address or group etc. based on the time of the day, day of the week etc.	1		
12	Solution should be possible to configure restrictions on downloads from Internet based on file types i.e., on extensions.	1		
13	The solution should send an alert message to the user; if he / she is trying to access a blocked website The Message should be configurable by administrator.	1		
14	The solution should have facility to inform end user with notification page informing them of organization Internet usage policies and provide reasons as to why they have been blocked.	2		
15	Support portal should give facility to	1		

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
	administrator/end user to check URL category, and submit new URL for categorization.			
16	The solution should support for all leading web browsers & Multi-languages URL filtering	1		
17	The solution should support File/Application white-listing and the File / Application white-listing database should be from leading vendors like Microsoft / Google / Adobe / Symantec etc	3		
18	The solution should be able to group the users on IP or user credentials	1		
19	The solution should provide Web reputation based blocking/filtering	2		
20	The solution should support integration with Data Leak Prevention (DLP) solution for HTTPS (SSL) scanning of outbound content to prevent leakage of confidential information	2		
21	The solution should allow organizations to establish flexible internet use policies. Choose between Allow, Block, and Block by File Type options for managing web access; filter sites based on time of day etc.	2		
22	Allow excluding URLs in the company's owned domain to be forwarded to the reputational service for evaluation	1		
23	The time at which the update is downloaded during the day should be configurable	1		
24	The solution should have facility for End User to provide/report misclassification in URL category.	1		
25	The Solution shall have support and have methods for understating and translating obfuscated URLs	1		
26	The solution should have facility to configure the total time of browsing for an user or group (Active Directory)	1		
27	The solution should provide Selective Authentication where different types of authentication can be enforced based on incoming IP range	1		
28	The solution should prevent SSL-based tunneling software including, but not limited to, Ultra Surf, from tunneling through using HTTPS encryption	1		
29	The solution should be able to address potentially malicious websites based on reputation, including sites likely to contain little or no useful and potentially damaging content and sites that camouflage their true nature or identity, or that include elements suggesting latent malign intent and site found to be hosting known and potential exploit code	1		
30	The solution should provide the same level of spyware protection, URL filtering, content and mobile code protection for SSL as it does for non-SSL traffic.	1		
31	The solution should have provision to use regular expressions	1		
F.	SSL Capabilities	23		
1	The solution should support inbuilt SSL interception and also support SSL scanning capabilities	2		

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
	maintaining data integrity, including decryption, re-encryption of storage keys, without processing overhead and latency.			
2	The solution should have provision for handling SSL bumping. The bidder should ensure that the appliance based solution is sized for 50 % users (i.e. 1000 users) access SSL Traffic concurrently.	2		
3	The solution should detect and evaluate connections from servers with questionable certificates.	1		
4	The solution should have capability to read encrypted web traffic.	1		
5	The SSL proxy shall support IPv4 and IPv6 in a dual stack arrangement.	3		
6	The solution shall decrypt inbound web traffic to SIDBI's external facing web servers.	2		
7	The solution shall decrypt outbound web traffic generated by SIDBI's user community	2		
8	The solution shall decrypt other traffic (SSL, FTPS) traffic.	1		
9	The solution shall provide the ability to exclude data from analysis (PII, Health, Banking, etc.) for privacy purpose.	2		
10	The solution shall provide unencrypted traffic to DLP and third party Security Analytics/Forensics logging/IDS solutions via ICAP or dedicated TAP on the appliance	2		
11	The solution should support following cipher suite in both the SSL client and reverse proxy service-:	5		
a.	Encryption TLS 1.0, TLS 1.1, TLS 1.2			
b.	Public Key Algorithms RSA, DHE, ECDHE <ul style="list-style-type: none"> • ECDHE-RSA-AES128-SHA256 • ECDHE-RSA-AES128-GCM-SHA256 • ECDHE-RSA-AES128-SHA • ECDHE-RSA-AES256-SHA • ECDHE-RSA-RC4-SHA 			
c.	RSA Keys 512 to 2048 bits			
G.	Antivirus and Antimalware	36		
1	The solution should provide malware scanning for inbound and outbound traffic. The solution should have Zero Day Malware protection (Both Inbound and Outbound) and should be able to integrate with various third party Sandboxing/APT solutions	2		
2	The solution should be capable of scanning inbound web traffic to SIDBI's external facing web servers for any kind of malicious traffic and uploads.	1		
3	The Gateway AV and Anti-malware feature should be part of the appliance or else separate suitable solution / appliance should be provisioned to achieve the same	1		
4	The solution should have own in built intelligence & correction to inspect for, detect, and block active and dormant botnets	2		
5	The web gateway inline AV should be capable of inspection of large files upto 1GB, inspecting to the depth of maximum layers of compression, and	2		

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
	detecting masquerading files natively or in archives with true file type check.			
6	The solution should have multiple anti-virus engines (minimum Dual antimalware engines mentioned in the Gartner's Magic Quadrant for End Point Protection 2016 under Leaders quadrant) for scanning AV and other malware on the web traffic. Enabling AV should not degrade the performance of proxy solutions.	5		
7	The solution should prevent malware that attempts to bypass known ports including port 80	2		
8	The solution should provide protection against malware threats on all Web 2.0 file transfer channels using anti-malware technology	1		
9	The solution should have virus signature database which should update automatically with new signatures and act as anti-virus gateway to scan all the data passing through protocols FTP, HTTPS and HTTP for both Inbound and outbound traffic.	1		
10	Antimalware and anti-virus engine should be different from the existing anti-virus (Symantec) used by Bank. The bidder to specify proposed Antimalware and anti-virus engine.	1		
11	The solution should integrate with HP-EMS (HP OpenView) and any DLP, SIEM etc for retrospective analysis.	2		
12	The solution should alert the user if the content being downloaded is found to contain virus.	1		
13	Updates for antivirus definitions should be automatic or manual as and when released by OEM. Version upgrades should be available for automatic or manual upgrade. Notification option should be sent for new version availability.	1		
14	The solution should have real-time content scanning ability to understand malicious content.	1		
15	The solution must be updated automatically with the new signatures from the web at customized user defined interval:	1		
a	Virus	1		
b	White list/Blacklist URLs database	1		
c	Botnets	1		
d	Rootkits	1		
e.	Malware	1		
f.	System patches must be made available as and when new stable release is available	1		
16	Informative and exhaustive set of reports on User Activity and URL filtering activities (GUI to report past activity, top usage users and top malware threat).	1		
17	The solution should provide standard report templates, able to generate dynamically build a custom web-based report, able to generate report by predefined report templates for viewing and reporting historical internet and application access by employees with customizable parameters, able to create and store custom reports that can be automatically generated at schedule times and	2		

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
	emailed to specified recipient or accessed ad hoc. Output should be available in multiple formats (.xls, .pdf, .html, .rft and .doc)			
18	The solution should also support user self-reporting features that would allow the employees to view their browsed sites. This should be integrated with directory structure, hence allowing the employee to login into the portal via their directory credentials	1		
19	Any additional software/hardware required for detailed analysis of log data to be provided as part of solution. Mention the name of software that will be provided along with solution.	2		
H.	Centralized Management & Reporting	14		
1	Solution should provide centralized reporting and logging solution for the Web proxy/content filter to get a single, consolidated view of web access and security threats across complete environment regardless of the model (On premises or Cloud web security)	2		
2	The solution should provide centralized management capabilities which includes Universal Policy and Unified Reporting across cloud and on-premise platforms This capability allows you to write policy in a single place and deploy for consistent policy across Cloud Security service as well as on-premise appliances.	2		
3	The solution should provide Analysis and reporting integrated with policy creation. Combined policy creation with reporting and analysis, to plan, create and deliver effective policies to continually increase the security.	2		
4	The solution should have Out-of-box as well as customized reports generation capabilities to meet requirements.	1		
5	The solution should have base lining capabilities. Abnormal usage should generate alerts	1		
6	The solution should provide reports for Internet activities per user, client IP, destination IP and domain name visited	1		
7	The solution should generate reports showing the full details of access user-wise, time-wise, destination-wise, bandwidth usages wise etc.	1		
8	The solution should have facility to log all activities within the appliance and transferring the same to management and reporting server requirement.	1		
9	The solution should be able to send logs to external management and reporting server.	1		
10	Report information can be exported to HTML, CSV, PDF and text formats etc.	1		
11	List the event report capabilities for the following: <ul style="list-style-type: none"> • user • Group • IP Statistics • Malware • Content • URL triggers and events 	1		

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
	• System performance and errors.			
I.	General Features	22		
1	The solution should have provision to back up the system data, configuration data, and policy data to an external storage medium.	1		
2	The solution should maintain browsing history of each user/IP address in terms of Security (Malware, Botnets, and Spyware).	2		
3	The solution should be capable to detect and protect from Spyware, Phone Home /Call Home Traffic.	1		
4	The solution should be able to detect infected nodes with user information	1		
5	The solution should have customizable setting in the Web Based Reputation Services, like Monitor, Allow and Block based on the Global/ Geo location reputation	1		
6	The solution should provide inbuilt Web Based Reputation Services. The solution should in built analytics to look within different Web elements and categorize the category and content on real time basis. The same has to be done on Premise with the solution provided.	1		
7	The Solution should be able to scan real time downloads and show the status page to end user. In case infection found, should be restrict user to download the file.	1		
8	The solution must allow to customize notification Web page to end users	1		
9	The solution should identify and block configurable search strings, like: porn, adult, hacking, download, shareware, terrorist sites etc	1		
10	The solution should have dissimilar/multiple URL database sources, for blacklists like Phishing, Malicious, etc URL categories.	1		
11	The solution should must detect and protect against anonymizing websites, anonymizing tools.	1		
12	The bidder should specify the solution for content filtering for roaming users to enforce the RBI security policy.	1		
13	The solution should support SFTP over HTTP and HTTPS	1		
14	The solution should support Integrations with proxies like ISA, Squid and it also should have capabilities to work on it own without Integration	1		
15	The solution should be capable of working in the following configurations: Standalone Proxy, Forward Proxy, and Transparent Proxy	1		
16	The solution should provide for termination of open session based on inactivity	1		
17	The solution should be capable to block executables; independent of file extension and MIME Type.	1		
18	The solution should have Real Time content classifiers that can be trained by machine learning and expert systems automatically without human	1		

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
	intervention			
19	The solution should support user configurable option to enforce real time content classification on all websites for higher accuracy or only dynamic website for better performance,	1		
20	The solution should be able to scan web content in real time to identify and stop block web based malicious code and unknown threats	1		
21	The solution should be capable to detect potential attacks	1		
J.	Appliance Administration and Management	27		
1	The appliance management console should have a single control mechanism in form of master button to deny all traffic control to deactivate all internet services. (This specific option to be used only in case of an outbreak, hacking attempt, etc.) or any other recommended solution to achieve the same.	2		
2	Centralized Dashboard for comprehensive monitoring and management with Drill down capabilities.	1		
3	The appliance should be manageable via HTTP / HTTPS / SSH.	1		
4	Support capability for the authentication sources mentioned below: HTTP headers, Open LDAP, Radius / ACS , Local Password , Transparent-authentication.	1		
5	The solution should have the ability for troubleshooting and debugging.	1		
6	The proposed solution should support SNMP v2c, V3 and should have capabilities of hardware & software monitoring via both enterprise grade MIBS as well as alert via SNMP traps. It should integrate with EMS (HP Open View).	2		
7	The solution should be able to export policies to a restorable file.	1		
8	The solution should be able to import all configuration data and policy data from the backup medium and restore the functioning of the appliance to the stage at which backup was taken	1		
9	The solution should capture all activity information as part of audit logging.	1		
10	The solution should provide pre-configured and customized reports i.e. Top URLs visited, Top Bandwidth users, Policy violations, URL Categories, Threats identified and prevented.	1		
11	Solution should have capability to maintain records on box or with the SIEM integration. Ability to take backup of logs and also generate Monthly Reports and trend reports.	1		
12	Policies based on Geo locations as destination (Irrespective of any locations user policies should be enforced).	1		
13	Single Set of Policies to be enforced across multiple Web Gateway / Proxy.	2		
14	The solutions should be able to generate reports based on IP address ,user credentials ,groups, categories.	1		

S. N.	Technical Specifications	Weightage	Bidder Compliance	Deviations, if any.
15	The solution should be able to provide backup of configurations via email or file store which can be easily restored in the event of failure. Also should have facility to export configure to multiple appliances.	1		
16	Should support Authentication control and Security for the designated protocols: HTTP/S, SSH, FTP, Telnet, IM and P2P.	1		
17	The proposed solution should be able to restrict administrative access based on IP address restrictions.	1		
18	The solution must provide real time monitor to view user activities, System alerts: Notification regarding subscription status, Database activity, or administrator lockouts, etc. by Email, Popup Screen or SMS.	1		
19	The solution should support multi-session management.	1		
20	The appliance should have diagnostic network utilities like telnet, trace-rout, nslookup and tcpdump.	1		
21	The solution should provide seamless version upgrades and updates.	1		
22	The selected bidder should provide future road map for the product by the principal.	1		
23	The solution should be able to generate & export or email reports automatically to assigned users in various formats: <ul style="list-style-type: none"> • PDF • HTML • Excel/CSV 	1		
24	The solution should generate alerts to designated administrator and senior management via email, and SMS	1		
Total Technical Weightage		200		

Details of equipments/appliances proposed

S.N.	Description of equipment / appliance / Licenses	Qty	Make / OEM	Model No.	Remarks / Deviations if any
1.	Secure Web Gateway Appliances with 1500 licenses.	02 No's			
2.	Management and Reporting appliance.	01 No.			
3.	Antivirus -1	1500 users			
4.	Antivirus -2	1500 users			
5.	Cloud Access	25 users			
6.	Any other hardware, if any to complete the solution.				

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Note:

- Total technical weightage of 200 will be equated to 100 and score of each Bidder would be determined.
- If bidder complies fully with the technical parameter, "FULL" marks would be awarded else "NO" marks.
- Bidder should **NOT propose Symantec antivirus** as the Bank has already deployed the same on end points and servers.



11.4. Annexure –IV:- Commercial Bid - cum- Price Break-up Format

(Tender No.400/2017/ 1179 / BYO/ITV dated June 22, 2016)

1. Table -1: Cost of New Hardware and Licenses

S.N.	Description	Qty.	Unit Cost Details					Total Cost	
			Figures	Words	Taxes				Total
					VAT @5.5%	ST @15%	Other, if any		
1	2	3	4	5	6=2+3+4+5	7=1X6			
A.	New Hardware and Licenses with three years warranty and support (Initial Order Value)								
1.	Cost of proposed SWG appliances for DC with 3 years warranty and support.	02							
2.	Cost of proposed Management and Reporting Server with 3 years warranty and support.	01							
3.	Cost of proposed SWG appliance for DR with 3 years warranty and support.	02							
4.	Cost of software licenses/ subscriptions with 3 years warranty and support.	1500							
5.	Cost of f 25 numbers of cloud access licenses / subscriptions with 3 years warranty and support.	25							
6.	Total Cost of New Hardware and Licenses								



2. Table -2: AMC Charges for 4th and 5th year

S.N.	Description	Qty.	Unit Cost Details					Total Cost	
			Figures	Words	Taxes				Total
					VAT @5.5%	ST @15%	Other, if any		
1	2	3	4	5	6=2+3+4+5	7=1X6			
A. AMC Charges for 4th Year									
1.	AMC of SWG appliances for DC with support for 4 th year.	02							
2.	AMC of Management and Reporting Server with support for 4 th year.	01							
3.	AMC of SWG appliances for DR with support for 4 th year.	02							
4.	Cost of renewal of software licenses / subscriptions with 1 year support.	1500							
5.	Cost of renewal of 25 numbers of cloud access licenses / subscriptions with 1 year support.	25							
6.	Total Cost of 4th Year AMC – ‘X’								
B. AMC Charges for 5th Year									
1.	AMC of SWG appliances for DC with support for 5 th year.	02							
2.	AMC of Management and Reporting Server with support for 5 th year.	01							
3.	AMC of SWG appliances for DR with support for 5 th year.	02							
4.	Cost of renewal of 1500	1500							



S.N.	Description	Qty.	Unit Cost Details					Total Cost	
			Figures	Words	Taxes				Total
					VAT @5.5%	ST @15%	Other, if any		
1	2	3	4	5	6=2+3+4+5	7=1X6			
	software licenses/ subscriptions with 1 year support.								
5.	Cost of renewal of 25 numbers of cloud access licenses / subscriptions with 1 year support.	25							
6.	Total Cost of 5th Year AMC – ‘Y’								
C.	AMC Charges for 6th Year (Optional)								
1.	AMC of SWG appliances for DC with support for 6 th year.	02							
2.	AMC of Management and Reporting Server with support for 6 th year.	01							
3.	AMC of SWG appliances for DR with support for 6 th year.	02							
4.	Cost of renewal of 1500 software licenses/ subscriptions with 1 year support.	1500							
5.	Cost of renewal of 25 numbers of cloud access licenses / subscriptions with 1 year support.	25							
6.	Total Cost of 6th Year AMC – ‘Z’								
D.	Total Cost of 4th, 5th and 6th Year AMC (X+Y+Z)								



3. Table -3: Implementation and Training Charges

S.N.	Description	Cost Details					
		Figures	Words	Taxes			Total
				VAT @5.5%	ST @15%	Other, if any	
1		2	3	4	5=1+2+3+4		
1.	Commissioning, Installation, Configuration of entire solution at specified location(s) as per the scope mentioned in the RfP and training charges.						

4. Table -4: Buyback Cost Details

S.N.	Description	Qty	Unit Cost Details		Total
			Figures	Words	
		1	2		3=1X2
1.	Buyback cost of Cisco Ironport 370 appliances in as-is-where-is basis	02			

5. Table -5: Total Cost of Ownership

S.N.	Description	Amount (Rs)
A.	Cost of New Hardware with Warranty, AMC and Implementation/training.	
1.	Total cost of New Hardware and Licenses as per Table -1	
2.	Total Cost of AMC for 4 th , 5 th and 6 th Year as per Table -2	
3.	Implementation and training charges (one time) as per Table -3	
4.	Total cost of new hardware with Warranty, AMC and implementation/training. (X1)	
B.	Buyback Cost Details	
5.	Buyback cost of two numbers of Cisco Ironport 370 appliances as per Table 4. (X2)	
C.	Total Cost of Ownership (X1 – X2)	



Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Bidders are requested to note the following:

1. Conditional commercial bids would be rejected.
2. All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
3. Masked commercial bids must be given with technical bid.
4. All the rates must be quoted in INR. The cost should be inclusive of all taxes.
5. L1 would be based on TCO.
6. Octroi amount, if any, shall be reimbursed separately on the production of original receipt in the name of SIDBI.

11.5. Annexure –V: - Manufacturer Authorisation Format
(To be submitted on OEM's letter head for each of the products quoted)

Ref:

Date:

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

Dear Sir,

Manufacturer Authorization form
Tender No. 400/2017/1179/BYO/ITV dated June 22, 2016

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

We confirm having offered to them the software/ hardware in line with your requirement. Our offer to them is for the following software/hardware for which we are the OEM and having back to back support agreement with the bidder:

- 1.
- 2.
- 3.
- 4.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by **M/s**for all the products quoted for and supplied to the bank during the six year product warranty and AMC period (including additional 1 year).

<OEM Name>

<Authorised Signatory>

Name: _____

Designation: _____

11.6. Annexure –VI: - Undertaking of Authenticity

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

Ref:

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

Date:

Dear Sir,

Undertaking of Authenticity

With reference to the hardware items (SWG, management and reporting server) quoted to you vide our quotation No.: _____ dated _____ in response to your **tender no. 400/2017/1179/BYO/ITV dated June 22, 2016**, we hereby undertake that all the components / parts / assembly / software used in network switches/other hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

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

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

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

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

Yours faithfully

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

11.7. Annexure –VII: - Undertaking on Quality of Deliverables

(to be submitted by the Bidder on their letter head)

Date:

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

Dear Sir,

Undertaking on Quality of Deliverables
Tender No. 400/2017/1179/BYO/ITV dated June 22, 2016

This bears reference to our quotation Ref. _____ dated _____.

1. We warrant that everything to be supplied by us shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established standards for materials specification, drawings or samples if any, and shall operate properly. We shall be fully responsible for its efficient operation.
2. For the preventive and corrective maintenance support offered to you, both during the warranty and post warranty period we shall ensure that the downtime for the solution shall be less than 4 hours.
3. Further, during the downtime, we shall provide at our cost, hardware and system software so as to keep the system working.

Yours faithfully

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

11.8. Annexure –VIII: - Power of Attorney

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

BY THIS POWER OF ATTORNEY executed on _____, 2016, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal **No. 400/2017/1179/BYO/ITV dated June 22, 2016** for purchase and installation of network switches, security equipment and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of _____

WITNESS:
Signature of _____

Attested

11.9. Annexure –IX: - Non Blacklisting

[To be submitted on the letter head of the Company]

Date: _____

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

Dear Sir,

Declaration for Non-Blacklisting
Tender No. 400/2017/1179/BYO/ITV dated June 22, 2016

We _____ (bidder name), hereby undertake that:

1. We are not blacklisted by Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last three years as on the date of submission of bid.
2. 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 / continue the services to bank.

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

11.10. Annexure –X: - EMD / Bid Security Form

(Sample Format – 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. 400/2017/1179/BYO/ITV Dated June 22, 2016 for procurement of Secure Web Gateway Solution for Data Center and DR Site (Herein after called the ‘the RFP’) to you.

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

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

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

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

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

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

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



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

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

This guarantee is valid until the day of And a claim in writing is required to be presented to us within six 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

.....

.....

11.11. Annexure –XI: - Non-Disclosure Agreement

(Sample Format – 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 Secure Web Gateway Solution for Data Center and DR Site**” as per scope defined in the **Request for Proposal (RfP) No.400/2017/1179/BYO/ITV** dated June 22, 2016 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

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

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

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

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

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

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

Yours sincerely,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

11.12. Annexure –XII: – Pre Contract Integrity Pact
(To be submitted by bidders 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 ----, 2016 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (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 Secure Web Gateway Solution for Data Center and DR site** (tender no. 400/2017/1179/BYO/ITV Dated June 22, 2016) and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company, 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 defence 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.

3.103 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.1,50,000/-** 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 Mumbai.

(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 defied 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

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems 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

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

11.13. Annexure –XIII: - Bidders Support Details

Bidder Support Details
Tender No. 400/2017/1179/BYO/ITV dated June 22, 2016

In compliance with the requirement of the tender Pre-qualification criteria of the Tender Document, we hereby submit the details of the support locations at Mumbai and Chennai from which we will be extending our support to the solution.

(1) Mumbai

S.N	Details	Bidders Response
(i)	Is the support OWN (Yes / No).	
(ii)	Address of support location.	Pin Code:_____
(iii)	Name of Contact Person incharge of support with phone no. and mail id.	Name Phone No. Mail id
(iv)	No of trained engineers on proposed SWG.	
(v)	Escalation matrix, copy to be attached.	

(2) Chennai

a) In case support directly extended (OWN support Center) by bidder.

S.N	Details	Bidders Response
(i)	Is the support OWN (Yes/No).	
(ii)	Address of support location.	Pin Code:_____
(iii)	Name of Contact Person incharge of support with phone no. and mail id.	Name Phone No. Mail id

S.N	Details	Bidders Response
(iv)	No of trained engineers on proposed SWG.	
(v)	Escalation matrix, copy to be attached.	

b) In case support extended through Franchise / Third Party

S.N	Details	Bidders Response
1	Details of Franchise / Third party	
(i)	Name of Franchise / Third Party	
(ii)	Address	Pin Code: _____
(iii)	Name of contact person of franchise / third party with phone no and mail id.	Name Phone No. Mail id
(iv)	No of trained engineers on proposed SWG.	
(v) 1	No of bidders customers supported for proposed SWG by the franchise / third party.	
(vi)	Escalation matrix of franchise / third party. Copy to be submitted.	
2	Details of customers to whom support is extended by the party for similar make of SWG.	
A.	Customer 1	
(i)	Name of Organization.	
(ii)	Contact Person Name, Phone No. and mail id of customer.	Name Phone No. Mail id
(iii)	Details of equipment supplied by bidder and support extended by franchise/third party.	
(iv)	Proof of support.	
B.	Customer 2	
(i)	Name of Organization.	
(ii)	Contact Person Name, Phone No. and mail id of customer.	Name Phone No.

S.N	Details	Bidders Response
		Mail id
(iii)	Details of equipment supplied by bidder and support extended by franchise/third party.	
(iv)	Proof of support.	
C. Customer 3		
(i)	Name of Organization.	
(ii)	Contact Person Name, Phone No. and mail id of customer.	Name Phone No. Mail id
(iii)	Details of equipment supplied by bidder and support extended by franchise/third party.	
(iv)	Proof of support.	

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

11.14. Annexure –XIV: - Undertaking on Experience of Bidders Engineers
(To be submitted on Bidder's letter)

Ref:

Date:

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

Dear Sir,

Undertaking on Experience of Engineers
RfP No. 400/2017/1179/BYO/ITV dated June 22, 2016

In compliance with the requirement of the tender Pre-qualification criteria of the Tender Document, we hereby undertake to state that, we have the following engineers who are trained on the proposed solution.

S.N.	Name of Engineer	No of years of Experience in proposed solutions	No of customers supported	Details of customer (Name of Organization, Equipment supplied)
1				
2				
3				

The engineers have technical skills and adequate experience to provide support as per scope of work given in the RfP.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

11.15. Annexure –XV:-Undertaking from OEM on Non-End of Sale
(To be submitted on OEM's letter head for each of the products quoted)

Ref:

Date:

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

Dear Sir,

**Undertaking from OEM for Non-End of Sale for
Tender No. 400/2017/1179/BYO/ITV dated June 22, 2016**

In compliance with the requirement of the tender Pre-qualification criteria of the Tender Document, we hereby undertake to state that the proposed products have not been declared 'end of sale' and will not be declared '*End of Sale*' in near future, we will have provide support for minimum period of six years keeping signatures live/updated'.

Therefore, the product support for all components and maintenance for the 'Total Solution' will be maximum 6 years from the date of acceptance.

If, we are unable to provide support through our system integrator for the said period then we shall upgrade the component/ sub-component with an alternative that is acceptable to the Bank at no additional cost to and without causing any performance degradation and/or project delays.

<OEM Name>

<Authorised Signatory>

Name: _____

Designation: _____

11.16. Annexure –XVI: - Experience of OEM in BFSI Sector
(To be submitted on OEM's letter head for each of the products quoted)

Ref:

Date:

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

Dear Sir,

Experience of OEM
RfP No. 400/2017/1179/BYO/ITV dated June 22, 2016

In compliance with the requirement of the tender Pre-qualification criteria of the Tender Document, we hereby undertake to state that, we have supplied same make of equipment in the following 3 customers in BFSI sector during the last 3 years as on the date of submission of RfP:

S.N.	Name of Organization	Contact Person Details			Details of Equipment Supplied.
		Name	Phone No.	Mail id	
1					
2					
3					

<OEM Name>

<Authorised Signatory>

Name: _____

Designation: _____

11.17. Annexure –XVII: -Statement of Deviations

Statement of Deviations
RfP No. 400/2017/1179/BYO/ITV dated June 22, 2016

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid. **Clarifications given in Pre-bid will not be further entertained.**

S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

11.18. Annexure –XVIII: –Bank Mandate Form

(To be submitted in Duplicate)

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): _____

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 CODE2	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 Authorized Official from the Bank]

11.19. Annexure –XIX: - Performance Guarantee Format

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

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

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

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

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

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

5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and

Details within 3 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

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

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

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

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

In witness where of we have set and subscribed our hand and seal thisday of2016 .

SIGNED, SEALED AND DELIVERED.

BY
AT

IN THE PRESENCE OF WITNESS :

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

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

END OF RFP