



Small Industries Development Bank of India

**Request for Proposal (RfP)
For
Procurement of Unified Threat Management Appliance**

Tender No. : 400/2011/ 719 /BYO/ISD dated March 23, 2011

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1. Introduction and Disclaimers

1.1. Purpose of RfP

The purpose of RfP is to shortlist vendor for supply, installation, configuration, commissioning, integration, training and support of Unified Threat management Appliance for Negotiated Dealing System (NDS) Connectivity viz. 1) **Eligibility Criteria** 2) **Technical bid** and 3) **Commercial bid**.

1.2. Information Provided

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

1.3. Disclaimer

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

1.4. Costs to be borne by Respondents

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

1.5. No Legal Relationship

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

1.6. Recipient Obligation to Inform Itself

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

1.7. Evaluation of Offers

Each Recipient acknowledges and accepts that SIDBI may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RfP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

1.8. Errors and Omissions

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

1.9. Acceptance of Terms

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

1.10. Requests for Proposal

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

Contact : R K Sharma
Position : General Manager (Systems)
Email : rksharma@sidbi.com, crprasad@sidbi.in
Telephone : +91 - 22 – 67531228 / 67531238
Fax : +91 - 22 - 67531236

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

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

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

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

1.11. 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.

2. Background

2.1. About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990. The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

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

The bank provides its services through a network of 100 offices located all over India. Detailed information on the functions of the bank is provided on the website, www.sidbi.in.

2.2. Project Objective

SIDBI is a member of INFINET. It is a separate network maintained and managed by IDRBT. SIDBI has connectivity to the network on MPLS VPN from two separate service providers. SIDBI intends to procure UTM (appliance based) to be installed at the perimeter of the network.

The appliance should at least contain firewall, gateway antivirus and IPS with per device licensing for all components.

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

2.3. Scope of Work

The Scope of Work involves:

2.3.1. Supply of UTM appliance with bundled firewall, Gateway Antivirus and IPS licensing. Licensing for all the components should be per device licensing.

2.3.2. Installation and Configuration and integration with existing SIDBI, INFINET network. Any changes to be made for integration to be intimated to SIDBI.

2.3.3. Bidder to study the existing setup of SIDBI network architecture of INFINET connectivity and prepare detailed report along with complete solution diagram. On acceptance of the same by SIDBI to carry out installation and integration.

2.3.4. Warranty / AMC

2.3.4.1. Three Years warranty and two years AMC. Both warranty and AMC should be back to back from OEM for hardware and software subscriptions (updates).

Initially order shall be placed for three years warranty of hardware along with subscription to updates for all the software components supplied as part of solution.

Fourth and fifth year AMC, shall be placed at the beginning of respective years.

2.3.4.2. Free firmware / software upgrades from OEM for all components supplied as part of solution during entire warranty/ AMC period of five years.

2.3.5. Support

2.3.5.1. 24X7 comprehensive support with NBD replacement of hardware.

2.3.5.2. Level 1 and Level 2 support from bidder. The support should be on-site and also includes support for day to day operational issues as and when arises.

2.3.5.3. To provide Login to SIDBI for web access to OEM portal.

2.3.5.4. Periodic preventive maintenance of equipments (at least once in six months) from date of acceptance by the bidder.

2.3.6. To provide training to one user on CEH (version 7) at Mumbai. The training to be from MIEL-eseurity.

2.3.7. Detailed technical specifications given in **Annexure -III**.

2.4. Tender Methodology

2.4.1. The tender methodology proposed to be adopted by SIDBI will be "THREE Bid System" i.e., Pre-qualification criteria/Minimum Eligibility Criteria, Technical Bid and Commercial Bid.

2.4.2. Bidders who qualify in the pre-qualification criteria/minimum eligibility criteria would only be considered for evaluation of Technical bid.

2.4.3. SIDBI would enter into contract with the bidder who qualify the technical bid and whose commercial bid is found to be Lowest Commercial Bid [L1] for TCO of five years.

2.5. Pre-Qualification Criteria [Minimum Eligibility Criteria]

2.5.1. The bidder should be a registered company. Copy of registration certificate to be enclosed.

2.5.2. The bidder should have a minimum average annual turnover of Rs.10 crore over the last three (3) financial years. If audited figures for any FY not available, provisional figures may be provided.

2.5.3. Bidders to note that only CA certificate to be enclosed.

2.5.4. The bidder should have positive networth and cash profit [ie., no cash loss] in 2 years out of last 3 years. Supporting the fact the bidder should furnish auditor certificate for last three years ending March' 2010.

2.5.5. The bidder should be Original Equipment Manufacturer [OEM] or authorized partner/ dealer of OEM. In case of authorized partner/dealer of OEM, the OEM should authorize the bidder to quote their product in the present tender of SIDBI.

The bidder should submit Manufacturer Authorisation Form as per format given in **Annexure –VII**.

2.5.6. The bidder should be in the business of supply, installation, configuration and maintenance and support of firewall, IPS, Gateway antivirus, UTM, etc., for at least three [3] years as on the date of this tender. Bidder to note that tender issue date ie.,23/03/2011.

2.5.7. The bidder should be ISO 9000:2001 certified company. The certification should be from any globally recognized institution. Copy of certificate to be enclosed.

2.5.8. The bidder must have support center at Mumbai with certified technical manpower.

2.5.9. The OEM should be present in India for at least 5 years.

2.5.10. The OEM should have supplied and implemented the solution in at least three projects [scheduled commercial Banks / All India Financial Institutions / Government Organizations or others]. Proof of same to be attached.

2.5.11. The OEM must have local office at Mumbai.

The bidder to submit documentary evidence for all the above points along with **Annexure -I** [Pre-Qualification Criteria / Minimum Eligibility Criteria]. Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.

2.6. Schedule of Events

Tender No.	400/2011/719/BYO/ISD Dated 23.03.2011
Purpose of RfP	Request for Proposal (RfP) for Procurement of Unified Threat Management Appliance for SIDBI, Mumbai
Date of Issue of RfP	23/03/2011
EMD	Rs.6,000/-

	[to be submitted in form of demand draft in favour of SIDBI payable at Mumbai along with Technical bid]				
Last Date for seeking clarifications	25/03/2011, 11am				
Last date for submission of bids	29/03/2011 at 03:30 pm				
Address for submission of bids	The Chief General Manager(Systems) Small Industries Development Bank of India MSME Development Center, 3 rd Floor Information Services Department Plot No.C-11, G Block, Bandra Kurla Complex, Bandra [East], Mumbai – 400051				
Bid Validity	90 days from the date of submission of bids ie., till 29/06/2011				
Date of Opening of Pre-qualification Criteria [Minimum Eligibility Criteria] / Technical bid	29/03/2011 at 04:00 PM				
Date of Opening of Commercial bids	Will be intimated to shortlisted bidders after technical evaluation				
Venue for Presentation, pre-bid meeting & Opening of bids	SIDBI, MSME Development Center 3 rd Floor, Information Services Department, Plot No.C-11, G Block, Bandra(E), Mumbai 400 051				
Contact Details					
	Name	Designation	Phone	Fax	E-mail
	C R Prasad	AGM(Systems)	67531238		crprasad@sidbi.in
	A Topdar	DGM(Systems)	67531244	67531236	atopdar@sidbi.in
	R K Sharma	GM(Systems)	67531228		rksharma@sidbi.in

3. Instruction to Bidders

The Bidder is 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.

3.1. Clarification of Bids

- 3.1.1. The last date for seeking clarifications is March 25, 2011, 11am. Clarifications can be forwarded through mail to crprasad@sidbi.in.
- 3.1.2. The text of the questions raised (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the website latest by March 25, 2011, EoD. No individual clarifications will be sent to the bidders. It is responsibility of bidder to check the website before final submission of bids.

3.2. Amendment to the bidding document

- 3.2.1. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.2.2. The amendment will be posted on Banks website www.sidbi.in.
- 3.2.3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- 3.2.4. 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.

3.3. 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.

3.4. Documents Comprising the Bid

Bidders are required to submit their responses in two NON –Window sealed envelopes as per details given below.

Envelope	Bid Contents	Label of Envelope
I	<p>Pre-Qualification / Minimum Eligibility Bid and Technical bid.</p> <p>i. DDs towards Earnest Money Deposit (EMD).</p> <p>ii. Pre-qualification / Minimum Eligibility Bid –as per format prescribed in Annexure-I</p> <p>iii. Minimum Eligibility Bid – Covering letter as per format prescribed in Annexure-II</p> <p>iv. Response to Technical Bid as per format prescribed in Annexure-III.</p> <p>v. List of deviations as per format prescribed in Annexure-IV</p> <p>vi. Technical bid covering letter as per format prescribed in Annexure –V</p> <p>vii. Masked Commercial bid as per format prescribed in Annexure-VI</p> <p>viii. Manufacturer’s Authorisation Form (MAF) as per format prescribed in Annexure-VII</p> <p>ix. Data sheets/printed literature of all the component quoted.</p>	<p>“Pre-Qualification / Technical Bid for Procurement of Unified Threat management Appliance for SIDBI, Mumbai Office – Rfp No. 400/2011/ /BYO/ISD dated 23/03/2011”</p>
II	<p>Commercial Bid</p> <p>i. Response to Commercial Bid as per format prescribed in Annexure-VI</p>	<p>“Commercial Bid for Procurement of Unified Threat management Appliance for SIDBI, Mumbai Office – Rfp No. 400/2011/ /BYO/ISD dated 23/03/2011 “</p>

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

1. Name of the bidder, Contact Number and mail id.
2. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed by authorised signatory (as per power of attorney).
3. The envelope shall be addressed to the Bank at the address given below:

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

4. If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

3.5. Important

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

- 3.5.1. Authorized signatory must sign all the pages of the response.
- 3.5.2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- 3.5.3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 3.5.4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 3.5.5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 3.5.6. The RfP is floated on SIDBI website <http://www.sidbi.in>. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site. Bidders must have close watch on website during the intervening period before submitting response to RfP.

3.6. Bid Currency

Bids to be quoted in Indian Rupee only.

3.7. Earnest Money Deposit (EMD)

- 3.7.1. All the responses must be accompanied by a refundable interest free security deposit of Rs. 6,000/- (Rs. six thousand only), in the form of Demand Draft / Bankers Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai.
- 3.7.2. No interest will be paid on EMD.
- 3.7.3. The EMD should be by way of DD. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 3.7.4. Request for exemption from Security Deposit will not be entertained.
- 3.7.5. The EMD amount of all unsuccessful bidders would be refunded immediately upon:
 - 3.7.5.1. The end of the bid validity period, including extended period (if any),
- Or ;
- 3.7.5.2. Receipt of the signed contract from the selected Bidder.
- 3.7.6. Successful Bidder will be refunded the EMD amount only after acceptance of equipment and submission of performance guarantee.
- 3.7.7. The bid security may be forfeited:
 - 3.7.7.1. If a Bidder withdraws its bids during the period of bid validity
 - 3.7.7.2. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
 - 3.7.7.3. In case of successful Bidder, if the Bidder fails to

- 3.7.7.3.1. Sign the contract OR
- 3.7.7.3.2. Furnish performance guarantee

3.8. Delivery and Installation Schedule

- 3.8.1. The Bidder should deliver the goods within SIX WEEKS FROM THE DATE OF PURCHASE ORDER.**
- 3.8.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Bidder shall organise the Road Permits wherever required. Any letter required for this will be given by the Bank.
- 3.8.3. 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
- 3.8.4. The Bidder should install the goods and integrate with existing end points within Three (3) weeks, from the date of delivery.
- 3.8.5. Installation will be treated as incomplete in one/all of the following situations:
 - 3.8.5.1. Non-delivery of any hardware or other components and software modules mentioned in the order
 - 3.8.5.2. Non-delivery of supporting documentation
 - 3.8.5.3. Delivery, but no installation of the components and/or software
 - 3.8.5.4. ILL-integration
 - 3.8.5.5. System operational, but unsatisfactory to the Bank
- 3.8.6. 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.
- 3.8.7. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- 3.8.8. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in General Terms and Conditions
- 3.8.9. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
- 3.8.10. The vendor shall integrate the hardware with the existing LAN / WAN / Security infrastructure

3.9. Delivery and Documents

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

- 3.9.1. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- 3.9.2. Manufacturer's / Supplier's warranty certificate;
- 3.9.3. All licenses, software, manuals etc., provided under the contract should be in the name of SIDBI.
- 3.9.4. Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.

3.10. Period of Validity of Bids

- 3.10.1. Prices and other terms offered by Bidders must be firm for an acceptance period of three [3] months from date of closure of this RfP.
- 3.10.2. In exceptions 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.
- 3.10.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary

3.11. Deadline for submission of Bids

- 3.11.1. The bids must be received by the Bank at the addressed specified, no later than 29/03/2011, 03:30pm.
- 3.11.2. 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.
- 3.11.3. 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.

3.12. 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.

3.13. Modification and/or Withdrawal of Bids:

- 3.13.1. 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.
- 3.13.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 3.13.3. No bid may be modified after the deadline for submission of bids.
- 3.13.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its EMD.

- 3.13.5. Bank has the right to reject any or all tenders 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.

3.14. Opening of Bids by the Bank

- 3.14.1. 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.
- 3.14.2. The Bidder name and presence or absence of requisite EMD, RfP cost and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at bid opening, except for late bids which shall be returned unopened to the Bidder.
- 3.14.3. 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.

3.15. Evaluation Methodology

3.15.1. Clarification of bids

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

3.15.2. Preliminary Examinations

- 3.15.2.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.
- 3.15.2.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 3.15.2.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the

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

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

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

3.15.3. Technical Evaluation

3.15.3.1. Pursuant to the pre-qualification/minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.

3.15.3.2. SIDBI will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.

3.15.3.3. During Technical evaluation the Bank at its discretion can ask the bidders for the demonstration of all or some components/features and its components quoted by them. However, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration

3.15.4. Commercial Evaluation

3.15.4.1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for Commercial evaluation.

3.15.4.2. Bidders who do not qualify the technical evaluation will not be invited for commercial evaluation.

3.15.4.3. The total cost of all the components [hardware and software to complete the solution] with five years warranty for all the components ie., TCO for five years would be considered for evaluation of commercial bids.

3.15.4.4. SIDBI will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1) through commercial evaluation

3.15.4.5. Arithmetic errors correction:

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

3.15.4.5.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the

total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.

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

3.16. 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.

3.17. Contacting the Bank

- 3.17.1. 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.
- 3.17.2. 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.

3.18. Award of Contract

- 3.18.1. 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.
- 3.18.2. The Bank reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipments are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

3.19. Blacklisting / Debarring

The bidder merely by submitting the tender confirms that he has not been blacklisted / debarred by any Government department / agency, Reserve Bank of India, Nationalized Bank or any public sector unit or body.

4. General Terms and Conditions

4.1. Definitions

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

- a) "The Bank " means Small Industries Development Bank Of India (SIDBI);

- b) "The Contract" means the agreement entered into between the Bank, represented by its Office at Mumbai 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;
- c) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- d) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- e) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- f) "TCC" means the Terms and Conditions of Contract contained in this section;
- g) "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- h) "The Project Site" means various Head Office/Branches/Administrative offices of Small industries Development Bank of India.

4.2. Use of Contract Documents and Information

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

4.3. Subcontracts

- 4.3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.
- 4.3.2. The Supplier shall notify and obtain concurrence from the Bank in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

4.4. Price

- 4.4.1. Prices quoted by the bidders should include all local taxes, service tax, VAT, duties, levies, transportation costs, back-to-back warranty & support with OEM and insurance costs (for period of three months from date of delivery).
- 4.4.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in

costs related to the materials and labour or other components or for any other reason.

- 4.4.3. Octroi, alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier. The original octroi paid receipt should be in the name of Bank.
- 4.4.4. The Bank will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI.
- 4.4.5. No other cost whatsoever will be paid by SIDBI.
- 4.4.6. Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.
- 4.4.7. The prices quoted shall be valid for a minimum period of Three Months from the last date for submission of offers.

4.5. Terms of Payment

The standard payment terms of SIDBI are given below.

- 4.5.1. 90% after delivery and verification of items and on submission of delivery challan and proof of back-to-back warranty arrangement certificate with the OEM for a period of three years. The vendor has to claim octroi paid, if any along with 90% payment.
- 4.5.2. 10% after complying with acceptance criteria, and submitting performance Bank Guarantee from a scheduled commercial bank equivalent to 10% of contract value, valid for a period of 36 MONTHS from the date of acceptance with invocation period of additional THREE months beyond expiry of warranty.
- 4.5.3. **AMC Payment**
 - 4.5.3.1. Yearly in advance after submission of BG for a period of 12 months with additional 3 months towards invocation period Or;
 - 4.5.3.2. Half yearly at the end of period
- 4.5.4. All the payments will be made by SIDBI, Mumbai.
- 4.5.5. Vendor will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI official, proof of back-to-back warranty arrangement certificate while claiming the payment.
- 4.5.6. Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.
- 4.5.7. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 4.5.8. TDS if any will be deducted while releasing the payment.
- 4.5.9. All Payments will be made to the Bidder in Indian Rupee only.

4.6. Technical Information

[The Bidder should strictly quote for the Brand / Model complying with technical specifications given in Annexure -III]

- 4.6.1. 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.
- 4.6.2. The Models offered should be latest and strictly conform to the specifications given in the product literature. Further, these models should be supported **for a minimum period of 7 years from the date of acceptance**. 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.
- 4.6.3. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
- 4.6.4. 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.

4.7. Acceptance

- 4.7.1. The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed, commissioned and integrated properly by the Bidder prior to commencement of the tests. 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.
- 4.7.2. 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.
- 4.7.3. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of systems
- 4.7.4. 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.

4.8. Acceptance Certificate

On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the Bank is satisfied with the working on the system, the acceptance certificate as per **Annexure -X** signed by the Bidder and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the WARRANTY of the system starts from that date.

4.9. Governing language

- 4.9.1. 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.
- 4.9.2. The technical documentation involving detailed instruction for operation and maintenance, users'
- 4.9.3. Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

4.10. Applicable laws

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

- 4.10.1. 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.
- 4.10.2. 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.

4.11. Performance security

The vendor/supplier has to provide Performance Security in the form of Initial Security Deposit and Performance Guarantee.

1.11.1. Initial Security Deposit

- 1.11.1.1. Within 15 days of the award of Purchase Contract, the Supplier shall deposit 2% of the contracted value [including the amount of EMD] subject to a ceiling of Rs. 5.00 Lakh in the form of

Demand Draft or Bank Guarantee of an equivalent amount from a scheduled Commercial Bank towards Initial Security Deposit.

1.11.1.2. The Initial Security Deposit will be refunded after Vendor/Supplier successfully executes the order in terms of delivery, installation and acceptance of the deliverables as stipulated in the Purchase Order.

1.11.2. Performance Guarantee

The Vendor to furnish an unconditional Bank Guarantee of an amount equivalent to 10% of contract value and valid for WARRANTY period + THREE months (invocation period) from the date of acceptance. The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank .

4.12. Insurance

- 4.12.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 4.12.2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) **valid for a period not less than 3 months after 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.
- 4.12.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier
- 4.12.4. Should any loss or damage occur, the Bidder shall
- 4.12.4.1. Initiate and pursue claim till settlement, and
 - 4.12.4.2. Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

4.13. Inspections and tests

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

- 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.
- 4.13.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 4.13.3. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, 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.
- 4.13.4. 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.

4.14. Warranty

- 4.14.1. **ON-SITE COMPREHENSIVE WARRANTY: The Warranty should be BACK-TO-BACK from OEM.** The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of FIVE years from the date of acceptance of the hardware and software.
- 4.14.2. The equipment supplied should be maintained by the vendor for at least 5 years from the date of acceptance by the bank which includes two years after the warranty period.
- 4.14.3. The vendor will provide support for hardware and software components during the warranty period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.
- 4.14.4. The OEM to provide all future firmware / software upgrades and patches for all components of the solution and install the same during period of warranty free of cost.
- 4.14.5. The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 4.14.6. 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.

Vendor's hardware engineer will report at SIDBI offices within **four hours** of reporting of breakdown through telephone/ email or Fax or courier at the vendor's nearest office and repair the same at the earliest.
- 4.14.7. If any of the system supplied by the bidder is down beyond 48 hours penalty at the rate of Rs.500/- [Rupees five hundred only] per day will be charged or recovered from the bidder subject to maximum of 10% of the BG value during the warranty period. The amount may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the hardware will be extended accordingly or adjusted with

warranty amount to be paid for fourth and fifth year. If claimed, the vendor has to pay the penalty amount as directed in the claim letter.

- 4.14.8. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems, free software subscriptions for all major and minor software releases for all components.
- 4.14.9. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 4.14.10. 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.
- 4.14.11. The Bidder must provide the following warranties:
 - 4.14.11.1. The equipment proposed is complete in every way.
 - 4.14.11.2. The hardware / software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation
- 4.14.12. In case equipment is taken away for repair, the vendor 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.
- 4.14.13. If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit or component with another NEW unit/component of the same performance and quality or higher, at no cost to the Bank.
- 4.14.14. Free on-site maintenance services shall be provided by the Supplier during the period of warranty.
- 4.14.15. Further provided that the Bank may, during the currency of the warranty shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank.

4.15. AMC for Fourth and Fifth year:

- 4.15.1. The selected vendor shall enter into AMC for 4th and 5th year with the bank after the expiry of 3 years warranty as per the rates contracted in commercial bid. However, service tax as per prevailing rate would be paid.
- 4.15.2. The AMC should be back-to-back with the OEM.
- 4.15.3. The OEM to provide all future software upgrades and patches for all components of the solution during the period of above AMC free of cost.
- 4.15.4. Scope of AMC would be same as given in section 4.14.
- 4.15.5. The AMC charges would be paid as specified in clause 4.5.3. No other charges, whatsoever would be paid to the vendor. However, Service tax, if applicable would be paid at the prevailing rate.
- 4.15.6. TDS as per applicable rate would be deducted while releasing the payment.

4.16. 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.

4.17. Penalty for Default Delivery

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

4.17.2. In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank.

4.18. Penalty for late Installation

If the vendor fails to install the items within three (3) weeks, Bank will impose a penalty 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.

4.19. Taken / Brought over of Company

In the event of bidder or the concerned OEM is 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. It is the responsibility of the bidder to ensure the same.

4.20. Termination

4.20.1. 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.

4.20.2. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- ◆ Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- ◆ Delay in offering equipments for pre-delivery Inspection;
- ◆ Delay in delivery beyond the specified period;
- ◆ Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- ◆ Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and

4.20.3. 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.

4.21. 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.

4.22. Force majeure

4.22.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything herebefore 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.

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

4.23. Resolution of Disputes

4.23.1. 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.

4.23.2. 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.

4.23.3. 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.

4.23.4. 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;

- 4.23.5. 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.
- 4.23.6. 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.
- 4.23.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2. Annexures

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Annexure -I

Pre-Qualification / Minimum Eligibility Criteria

S.N	Minimum Eligibility Criteria		Bidder's response
1	Name of the bidder company		
2	Year of establishment		
3	Type of Company [Government/PSU/Pub. Ltd / Pvt. Ltd / partnership / proprietary]		
4	Registration No. and date of registration. Registration Certificate to be enclosed		
5	Address of Registered Office with contact numbers [phone /fax/mail]		
6	Address of Local Office at Mumbai with contact details [phone /fax/mail]		
7	PAN No.		
8	Financials of Bidder		
	Parameter	FY	Amount in lakh
a	Annual Turnover	2007 - 2008	
		2008 - 2009	
		2009 - 2010	
b	Cash Profit	2007 - 2008	
		2008 - 2009	
		2009 - 2010	
c	CA certificate to be submitted evidencing the proof. Pl. do not enclose balance sheets.		
8	OEM or Authorised Partner / Dealer [If partner / Dealer MAF from OEM to be attached as per format given in Annexure -]		
9	OEM Details		
a	Name of OEM		
b	Address of OEM in India		
c	No of Years present in India		
10	Contact Details of authorized representative of OEM		
a	Name		
b	Designation		
c	Mobile No.		
d	Fax No.		
e	Mail Id		
11	Details of OEM local office in Mumbai		
a	Availability of local office at Mumbai [Yes / No]		
b	Location, Address and contact details.	Location	
		Address:	
		Contact Numbers:	
		Mail id:	
12	Contact Details of Bidder authorized representative to make commitments to SIDBI		
a	Name		

S.N	Minimum Eligibility Criteria	Bidder's response	
b	Designation		
c	Mobile No.		
d	Fax No.		
e	Mail Id		
13	No of Years experience of bidder in dealing with, firewalls, UTMs, IPS, gateway antivirus etc. Documentary evidence to be submitted by way of purchase order etc.		
14	ISO 9000:2001 certification. [copy of certificate to be attached]		
15	Details of Bidders Support Center at Mumbai		
a	Availability of support center at Mumbai. (Yes/No).		
b	Location, Address and contact details of support center at Mumbai.	Location	
		Address:	
		Contact Numbers:	
		Mail id:	
16	Details of three projects in India (Scheduled commercial Banks/ all India financial Institutions / Government organizations or others) where the OEM has supplied the equipment. Documentary evidence to be submitted.		
	Project	Customer Name and contact details	Equipment Supplied (Make / Model)
a	Project 1		
b	Project 2		
c	Project 3		
17	No of qualified engineers of bidder capable of handling support for equipment proposed to SIDBI in current tender.		

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal _____

Note	<ol style="list-style-type: none"> <i>Bidder response should be complete, Yes/No answer is not acceptable..</i> <i>Documentary proof, sealed and signed by authorized signatory, must be submitted</i> <i>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.</i>
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- | | |
|--|--|
| | <p>4. <i>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 taken necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.</i></p> <p>5. <i>Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.</i></p> <p>*****</p> |
|--|--|

Annexure - II

Minimum Eligibility Bid - Covering Letter

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

Date:

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

Dear Sir,

Procurement of Unified Threat Management Appliance for SIDBI Mumbai Office

RfP No: 400/2011/ 719/BYO/ISD dated 23/03/2011

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to supply, install, configure and integrate the hardware as specified in the Tender document number 400/2011/719/BYO/ISD dated 23.03.2011 and submit the following as per requirement.

1. EARNEST MONEY DEPOSIT (EMD): We have enclosed a Demand Draft / banker's cheque of the sum of `...../- (` only) towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
2. Minimum Eligibility bid and Technical bid in one envelop and Commercial bid in separate envelope in prescribed formats.

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

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in Annexure-IV (List of deviation) in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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

Seal

Annexure –III

Technical Bid

S.N.	SPECIFICATIONS	Vendors Response
A.	Make	
B.	Model No.	
C.	GENERAL	
1	The Firewall must be appliance based and should facilitate multi-application environment.	
2	It should be modular to accommodate future growth.	
3	The Firewall should be ICSA Labs certified for ICSA 4.0 or EAL 4 certified.	
4	The platform must use a hardened OS	
5	The platform should use ASIC hardware that is optimized for packet and application level content processing.	
6	Licensing: should be per device license for unlimited users for Firewall / VPN (IPSec & SSL) / IPS / AV and not user/IP based license.	
7	Support for atleast a minimum 5 virtual firewalls and all UTM features.	
8	Should support IPv6 traffic	
9	Should support automatic ISP failover as well as ISP load balancing for outbound traffic. Should support more than 2 ISP's	
10	The platform must be capable of supporting a minimum of 8 interfaces with atleast 5 Gig interfaces and 3 10/100 Mbps interfaces	
11	The platform should support the standards based Link aggregation technology (IEEE 802.3ad) to achieve higher bandwidth.	
12	The platform should support VLAN tagging (IEEE 802.1q)	
13	The firewall must support Active-Active as well as Active-Passive redundancy	
14	The Firewall must support at least 80,000 concurrent connections	
15	The Firewall must support at least 3,000 new sessions per second processing.	
16	The Firewall should support throughputs of minimum 1Gbps.	
17	Should support a minimum of 70 Mbps of 3DES VPN throughput and should be hardware accelerated	
18	The firewall should support a minimum of atleast 60 Mbps of IPS Throughput	
19	The Firewall should support IEEE 802.1q VLAN Tagging with about 4096 VLANs supported (in NAT/Route mode)	
20	Static routing must be supported.	
21	Policy based Routing must be supported	
22	RIPv1 and RIPv2 routing must be supported.	
23	The Firewall should support OSPF & BGP4	
24	The device should support multicast routing	
25	It should be possible to operate the firewall in a "stealth mode" or "bridging" or "transparent mode".	
26	The Firewall should also support the standard Layer 3	

S.N.	SPECIFICATIONS	Vendors Response
	mode of configuration with Interface IP's.	
27	The Firewall must provide NAT functionality, including dynamic and static NAT translations. It should be able to support Port Forwarding, PAT and DNS Translation.	
28	The Firewall should support authentication protocols like LDAP, RADIUS and have support for firewall passwords, token-based products like RSA SecurID, RADIUS & TACACS+ authentication servers and digital certificates.	
30	The Firewall should provide advanced NAT capabilities, supporting all applications and services (ie SIP/H.323 NAT Traversal)	
31	Firewall should support Voice based protocols like H.323, SIP, SCCP, MGCP etc	
32	Should support NAT over VPN	
D. IPSEC VPN SUPPORT		
1	The VPN should be integrated with firewall and support the full Encryption & other standards and protocols:	
a	DES, 3DES, AES	
b	MD5 and SHA-1 authentication	
c	Diffie-Hellman Group 1 , Group 2 and Group 5	
d	Internet Key Exchange (IKE) algorithm	
e	The new encryption standard AES 128, 192 & 256 (Advanced Encryption Standard)	
E. SSL VPN SUPPORT		
a	SSL VPN Support should be integrated within the product	
b	encryption standard AES (128/ 256) and 3DES	
c	Encrypted Support – Web mode	
d	Encrypted Support – Tunnel mode	
e	Endpoint Security check AV, Desktop Firewall,	
f	Should be able to scan for AV/ IPS in tunnel	
F. ADMINISTRATION		
1	The Firewall must support https & SSH management	
2	Should have configurable option to define remote access to the Firewall on any interface and restrict the same to a specific IP/Subnet	
3	The Firewall must provide a Graphical User Interface (GUI) as well as Command Line Interface (CLI) for making changes to the firewall rules set.	
4	The Firewall must provide a means for exporting the firewall rules set and configuration to a text file.	
5	There must be a means of connecting directly to the firewall through a console connection	
6	The Firewall must provide statistics about the status of Firewalls within the cluster. (in case of HA scenario)	
7	The Firewall must send SNMP traps to Network Management Servers (NMS) in response to System failures.	
8	Provision to generate automatic alerts via mails / syslog	
9	Provision to send alerts to multiple recipients	
10	Support for role based administration of firewall	
11	Support for Image upgrade via TFTP and WebUI	
12	Should support system software rollback to the previous version during upgrade	

S.N.	SPECIFICATIONS	Vendors Response
G.	IPS FEATURES	
1	Should have a built-in Signature and Anomaly based IPS engine on the same unit	
2	Able to prevent denial of service and Distributed Denial of Service attacks.	
3	Should be able to exclude certain hosts from scanning of particular signatures	
4	Supports CVE-cross referencing where applicable.	
5	Should provide the facility to configure Profile based sensors (Client/Server) for ease of deployment	
6	Should support granular tuning with option to configure Overrides for individual signatures.	
7	Supports automatic security updates directly over the internet. (ie no dependency of any intermediate device)	
8	Security check updates do not require reboot of the unit.	
9	Supports attack recognition inside IPv6 encapsulated packets.	
10	Supports user-defined signatures with Regular Expressions.	
11	Supports several prevention techniques including drop-packet, tcp-rst (Client, Server & both) etc. List all prevention options	
12	Supports response adjustment on a per signature basis.	
13	Offers a variety of built-in responses including console alerts, email notifications, SNMP traps and packet log. List all response options, excluding prevention responses	
14	Should have the feature to exclude certain hosts' traffic (IP addresses) to be scanned for particular signatures	
H.	GATEWAY ANTIVIRUS	
1	The appliance should facilitate embedded anti virus support which is hardware accelerated (preferably ASIC) to ensure high level performance	
2	Should have option to schedule automatic updates of the new virus pattern.	
3	Gateway AV should be supported for real-time detection of viruses and malicious code for HTTP, FTP, SMTP, POP3 and IMAP, NNTP and IM	
4	Should have configurable policy options to select what traffic to scan for viruses	
5	Should have option to configure to respond to virus detection at the gateway in several ways ie. Delete the file, Alert email etc	
6	Should have options to prevent user downloads based on file name as well as file type	
7	Should have facility to configure the max file/email size which can be downloaded thru internet	
8	The solution should be capable scanning Encrypted VPN tunnel traffic originating from the unit for virus	
9	In terms of SMTP AV scanning the solution should not act as mail relay or MTA by itself.	
10	The appliance should facilitate embedded anti virus support which is hardware accelerated (preferably ASIC) to ensure high level performance	

S.N.	SPECIFICATIONS	Vendors Response
11	Provision to create secure zones / DMZ	
12	Support for integration with NMS solution via the standards based SNMP	
13	Should Support Packet Capture to capture and examine the contents of individual data packets that traverse the firewall appliance for troubleshooting, diagnostics and general network activity	
14	Should have option to configure traffic shaping on a per policy basis for specific application/specific networks and should be able to define guaranteed bandwidth and maximum bandwidth per policy. Should support DiffServ.	
I. SUPPORT		
1	24X 7 with NBD replacement	
2	Firmware upgrades	
3	Level 1 and Level 2 Support from bidder	
4	On-site support for day to day operational issues	
5	Call logging procedure. Please provide detailed call logging procedure flow chart.	
6	Login to OEM website to be provided	
J. WARRANTY / AMC		
1	3 years on-site comprehensive for the hardware along with subscriptions to all the software components supplied as part of the solution.	
2	Additional 2 years AMC after expiry of warranty for the hardware along with subscriptions to software updates for all components supplied as part of the solution.	
K. OTHERS		
1	All licenses, software, hardware etc., to be in name of SIDBI	
2	Periodic preventive maintenance of equipments (at least once in six months) from date of acceptance by the bidder	
3	Acceptance of scope of work as specified in the tender for a period of five years.	

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal

Note	<ol style="list-style-type: none"> 1. Bidder response should be complete, YES / NO answer is not acceptable.. 2. Documentary proof, sealed and signed by authorized signatory, must be submitted 3. Datasheets of all the components to be enclosed. Any other equipments, cables, connectors etc., required to meet the Banks requirement and to complete the installation has to be arranged by the bidder at no additional cost to the Bank 4. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.
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Annexure -IV

Statement of Deviations

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point 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

Procurement of Unified Threat Management Appliance for SIDBI, Mumbai – List of Deviations		
Clarification point as stated in the tender document	Page number	Comment/ Suggestion/ Deviation
1.		
2.		

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure -VI

Commercial Bid

RfP No: 400/2011/ 719/BYO/ISD dated 23/03/2011

S.N	Description	Part No.	Quantity	Unit Cost in Rupees		Total
				Figures	Words	
			A	B		C=AXB
1	Cost of UTM with three years warranty and subscriptions to all softwares components and inclusive of all taxes (service tax included). The cost should include supply, installation, configuration, commissioning, support, software update subscriptions, training etc., as specified in tender.		1			
2	AMC for 4 th Year along with subscriptions to software updates for all components [Exclusive of Service tax]		1			
3	AMC for 5 th Year along with subscriptions to software updates for all components [Exclusive of Service tax]		1			
Total Cost of Ownership for five years						

Bidders are requested to note the following:

- All the details must be provided as per format.
- Masked commercial bids must be given with technical bid.
- Order for 4th and 5th year AMC will be placed during respective years at the cost quoted under item 2 and 3.
- Service tax would be paid for 4th and 5th year at the prevailing rates in respective years.
- Octroi would be paid on actuals on submission of octroi paid receipt in favour of SIDBI.
- **Bidders are advised not to modify the commercial bid format.**



Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal ...

Name of the Organisation ...

Annexure VII

Manufacturer's Authorisation Form (MAF)

(Should be on the letterhead of the Manufacturer duly signed by its authorized signatory)

Date:

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

Dear Sir,

**Procurement of Unified Threat Management Appliance
for SIDBI Mumbai Office**

RfP No: 400/2011/ 719/BYO/ISD dated 23/03/2011

We *(Name of the Manufacturer)*, who are established and reputable manufacturer of having our registered office at do hereby authorize M/s having its registered office at *(who is the bidder submitting its bid pursuant to the above 'Request for Proposal' issued by SIDBI)* to bid, negotiate and conclude the contract with you for supply of product/equipment manufactured by us against the above RfP received from your Bank. We have duly authorized M/s.....

We hereby extend our support, guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment/product and services offered for supply against this RFP by the above-mentioned Vendor, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services. We also undertake to provide AMC for fourth and fifth year as per contracted rate by the above-mentioned vendor

Yours Faithfully,

Authorised Signatory

Name :

Phone No.:.....

Email :

Fax No.

Official seal of the MAF

Annexure -VIII

Installation Certificate Format
<to be submitted after completion of installation>

1	Vendor Name	
2	RfP No	
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	Equipment [as per ordered configuration] has been installed successfully.

Name of SIDBI official : _____

Designation : _____

Signature : _____

Date : _____

Annexure -IX

Acceptance Certificate Format

1	Vendor Name	
2	RfP No	
3	Purchase Order No and Date	
4	Invoice No. and date	
5	Description of equipment	
6	Serial No's of equipment	
7	Date of Delivery	
8	Installation Date	
9	Certificate	<p>Equipment [as per ordered configuration] has been installed, configured and integrated with existing WAN/LAN successfully. Further, all the systems are working satisfactorily for the past one week.</p> <p>Warranty of all the hardware commences from the date of signing the acceptance certificate.</p>
<p>Name of SIDBI official : _____</p> <p>Designation : _____</p> <p>Signature : _____</p> <p>Date : _____</p> <p>Seal :</p> <hr/> <p>Bidder</p> <p>We confirm that all the details are updated in our systems for support.</p> <p>Signature of vendor _____ Date and Seal _____</p>		

Annexure -X

Performance Guarantee Format

(Sample Format)

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

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

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

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

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



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

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

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

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

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

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

In witness where of we have set and subscribed our hand and seal thisday of200 .

SIGNED, SEALED AND DELIVERED.

BY
AT

IN THE PRESENCE OF

WITNESS

:

1)

Name

Signature.....

Designation.....

2)

Name

Signature.....

Designation.....