

REQUEST FOR PROPOSAL [RFP]
FOR
PURCHASE OF PROXY SERVER WITH WEB CACHING, WEB
CONTENT FILTERING AND ANTIMALWARE



FOR MUMBAI OFFICE
भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India
Information Services Department
3rd Floor, SME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (E)
Mumbai - 400 051
Website :www.sidbi.in

Tender No.: 400/2009/404/BYO/ISD

Dated :08/12/2008

The information provided by the bidders in response to this Tender Document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them.

This document is prepared by SIDBI for purchase of Proxy Server with Web caching , web content filtering and antimalware. It should not be reused or copied or used either partially or fully in any

Section -1 Invitation for Bids [IFB]

1 Introduction:

SIDBI is a principal financial institution for the promotion, financing and development of industry in the Micro, Small and Medium enterprises (MSME) and to co-ordinate the functions of the institutions engaged in the promotion and financing and developing industry in the MSME sector and for matters connected therewith or incidental thereto. Presently SIDBI has 77 branches and 5 Zonal offices and 1 Regional Office.

2 Intend:

The Bank invites sealed proposals from eligible vendors for supply, installation, commissioning and integration of Proxy server with web caching, web content filtering and antimalware [Secure Web Gateway solution] as per technical specifications as mentioned in Section -V supporting a minimum 1200 concurrent users.

3 Current Setup:

SIDBI has centralised Internet Connectivity at Mumbai. All locations/offices access the same over MPLS VPN. Further, the Bank has installed Squid Proxy server at Mumbai for authentication of users accessing Internet.

The security setup at SIDBI is based on two layer firewall architecture with IPS at the gateway and IDS loaded on key servers. Further all servers and desktops are loaded with Symantec Antivirus software.

4 Proposed Roadmap:

SIDBI intends to replace existing squid proxy with Proxy server with web caching, web content filtering and antimalware at Mumbai to protect inbound and outbound traffic from malwares, virus, control employee access to Internet and have proxy with caching facility.

In this regard SIDBI Intends to procure appliance based Proxy server with web caching, web content filtering and antimalware solution consisting of following components supporting minimum 1200 concurrent users :

- ◆ Proxy with web caching
- ◆ Web Content Filtering
- ◆ Antimalware engine and
- ◆ Antivirus engine
- ◆ Reporting module

Proxy with web caching should have passthrough capability. In the event of failure of appliance, access to users should not be affected. In case of vendors solution does not offer this feature, redundant appliance is to be provided.

Currently the requirement of licenses for antimalware / antivirus/ URL filtering is for a user base of 700. The licenses would be upgraded as and when required by SIDBI to support additional user base.

The usage of reputation based services in the solution is desirable.

Antimalware and antivirus engines should be from different vendors. Since SIDBI already has deployed antivirus from Symantec on all desktops and servers, the vendors should not offer antivirus or antimalware from symantec.

The principal should have proper roadmap for the future of the product.

5 The Scope of Work [SoW]:

The scope of work involves:

- ◆ Supply of redundant Proxy server with web caching, web content filtering and antimalware Solutions appliance(s) as per minimum technical specification specified in the RfP
- ◆ Installation of the appliances at Mumbai
- ◆ Configuration of appliance, commissioning and Integration with the existing security architecture [including configuration for LDAP / Active directory authentication]. The vendor to study the existing security setup and suggest the suitable point of integration.
- ◆ Migration of existing Internet users to the new solution
- ◆ To provide necessary training to the network administrator of the Bank on all the components. The training should include installation, configuration, integration with the existing network, migration of users etc. The training should be from the principal.
- ◆ To provide direct support at Mumbai during the warranty and AMC period ie., have back-to-back arrangement with OEM for Warranty and AMC.
- ◆ To provide updates, upgrades and training on new features as and when released by OEM throughout the Warranty and AMC Period without any additional cost

The vendors to note that, they should have back-to-back arrangement with the principal/OEM for Warranty and AMC. The warranty is for a period of three years from the date of acceptance and the AMC is for a period of three years after the expiry of warranty.

6 Pre-Qualification Criteria:

Only those bidders fulfilling the following criteria should respond to the tender.

- a. Bidder should be a Registered Company. Registration certificate to be submitted
- b. The turnover of the company should be minimum of Rs.20 crores during the last financial year. In case of Bidder not himself the manufacturer, the turnover should be of its own and not that of the principal.
- c. Should be a profit making company for at least 2 years out of last 3 years as evidenced from the CA Certificate / Balance sheets
- d. Bidder should be dealing in security products like Firewall, UTM, IPS, IDS, Antivirus, Antimalware, Web Content Filtering, Proxy with caching etc., for a minimum period of 3 years.
- e. The bidder should have supplied and maintained security products to at least 3 organisations during the last three years and provided necessary after sales support.
- f. The Bidder should have a support center located in Mumbai.
- g. The bidder should have tie-up with the OEM, whose products they proposed to supply to the Bank. Certificate to be enclosed.
- h. The bidder should be capable of providing back-to-back support from OEM during Warranty and AMC period. On entering into contract the bidder to provide certificate for the same.

- i. Bidder should submit proof in support of above mentioned criteria while submitting the proposal. Proposals of vendors who do not fulfil the above criteria or who fail to submit proof would be rejected ab initio.
- j. Pre-qualification bid is given in Annexure -I. The same needs to be filled in by the bidder without changing the format and submit proof in support and duly signed, sealed and dated. The pre-qualification bid to be submitted along with Technical bid.

Note: In case of vendors who are already empanelled with SIDBI, need not submit the pre-qualification criteria.

7 Tender Methodology:

The tender methodology proposed to be adopted by SIDBI will be "THREE Bid System" i.e., Pre-qualification Bid, Technical Bid and Commercial Bid. SIDBI would enter into contract with the bidder who qualify the pre-qualification, technical bid and whose commercial bid is found to be Lowest Commercial Bid [L1].

8 Schedule of events:

S.N.	Bid Reference	400/2009/404/BYO/ISD dated 08/12/2008
1	Purpose	Purchase of Proxy Server with Web caching, web content filtering and antimalware.
2	Cost of Tender	Rs.500/- (To be submitted as Demand Draft in favour of SIDBI, payable at Mumbai)
3	EMD	Rs.40,000/- (To be submitted as Demand Draft in favour of SIDBI, payable at Mumbai)
4	No. Of Envelopes (Non window, sealed) to be submitted	02 (two) A. First envelop should contain the following: i. DD towards cost of RfP. ii. DD towards EMD. iii. Pre-qualification bid as per Annexure -I iv. Technical Bid as per Annexure -II v. Masked Commercial Bid as per Annexure -III vi. Principal / OEM roadmap for the product vii. MAF as per Annexure -IV viii. Bid Form as per Annexure -V ix. Product bouchers along with detailed technical specification sheet for proof of equipment quoted etc B. Second envelop should contain: i. Commercial Bid as per Annexure -III
5	Last Date of Submission of Technical Bids	December 29, 2008; 1500 hours
6	Venue, Date and time of opening of Bids, except Commercial Bids.	At 1600 hours, on December 29, 2008, 1600 hours at the address given at Sr. no. 10
7	Last Date for seeking clarifications, if any	December 17, 2008; 1500 hours
8	Date and time of Pre-bid meeting	1130 hours on December 19, 2008, at the address given at Sr. no. 10
9	Bid Validity	90 days from the date of submission i.e. March 29, 2009
10	Address for submission of Bids	The Chief General Manager (Systems) Small Industries Development Bank of India [SIDBI]

		Information Services Department [ISD] SME Development Center, 3rd Floor Plot No.C-11, 'G' Block, Bandra Kurla Complex,Bandra(East) Mumbai - 400 051			
11	Date and time of Opening of Commercial Bids	To be intimated in due course to technically short listed vendors only			
12	Name	Designation	Phone	Fax	E-mail
	Shri C R Prasad	Manager(Systems)	67531238	67531236	crprasad@sidbi.in
	Shri A M Prabhu	AGM (Systems)	67531296		amprabhu@sidbi.in
Shri A Topdar	DGM(Systems)	67531244	atopdar@sidbi.in		

1 Introduction

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.

2 Clarification of Bids:

- 2.1** The bidder or its official representative are invited to attend pre-bid meeting to be held on December 19, 2008 at 1130 hours at the venue mentioned in Section I (4). It is the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of opening of Bids.
- 2.2** Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc) and submitted at least two days prior to the pre-bid meeting i.e., latest by December 17, 2008.
- 2.3** 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 December 22, 2008. No individual clarifications will be sent to the bidders. It is responsibility of bidder to check the website before final submission of bids.
- 2.4** In case of any clarification required by Bank to assist in the examination, evaluation and comparison of bids, Bank may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3 Evaluation Methodology:

3.1 Clarification of Bids

- 3.1.1** 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 substance of the Bid shall be sought, offered or permitted.
- 3.1.2** Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid
- 3.1.3** any deviations from the specifications should be clearly brought out in the bid
- 3.1.4** Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract

3.2 Preliminary Examinations

- 3.2.1** In the first stage, Pre-qualification Bids and Technical Bids will be opened in presence of a Technical Bids Opening Committee appointed for the purpose. 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.
- 3.2.2** 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.

3.2.3 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.

3.2.4 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. 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 parameters.

3.2.5 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.

3.2.6 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.

3.3 Technical Evaluation:

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

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

3.4 Commercial Evaluation

3.4.1 All the bidders who qualify in Technical evaluation as per the criteria mentioned above, would be short listed for Opening of commercial bids. Commercial bids would be opened by the Technical evaluation and purchase committee in the presence of bidders representatives.

3.4.2 The total cost of all the components [hardware and software to complete the solution] for three years and AMC charges for all the components for fourth, fifth and sixth year would be considered for evaluation of commercial bids.

3.4.3 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) thorough the process mentioned in 3.4.2.

3.4.4 Arithmetic errors correction:

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

3.4.4.1 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.

3.4.4.2 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.

3.4.4.3 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.

3.4.4.4 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.

4 Amendment to the bidding document

4.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

4.2 All prospective Bidders that have received the Bidding Document from the Bank will be notified of the amendment in writing, by fax or E-mail and the said amendments will be binding on them. The amendment will also be posted on Banks website www.sidbi.in.

4.3 In case of bidders who have downloaded the bidding document from the website, 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.

4.4 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.

5 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

6 Earnest Money Deposit [EMD]

6.1 Vendor is required to submit a Demand Draft of Rs.40,000/- (Rupees forty thousand only) towards Earnest Money Deposit drawn in favour of "SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA [SIDBI]", payable at MUMBAI along with the Technical Proposal in order to be eligible for participation.

6.2 No interest shall be paid on EMD.

6.3 Unsuccessful bidder's EMD will be discharged/ returned without any interest within bid validity period or upon receipt of signed contract OR performance security from the successful bidder, whichever is earlier.

6.4 The successful bidder's EMD shall be refunded at the time for release of final payment, after submission of performance Bank guarantee for a sum equivalent to 10% of the order value.

6.5 The EMD will be forfeited

6.5.1 If a bidder withdraws his bid during the period of bid validity.

6.5.2 In case of successful bidder, if the bidder dishonors its bidding commitments.

6.6 The successful bidder's the EMD shall be refunded at the time for release of final payment., after submission of performance Bank guarantee for a sum equivalent to 10% of the order value.

7 Period of validity of bids [Date till which the bids should be valid]

90 days from the last date of submission of tender document ie., till March 29, 2009 and shall be binding on the bidder, if Bank chooses to place the purchase order (PO) or repeat order(s), on or before that date. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

8 Format and Signing of Bid

- 8.1** The Original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for unamended printed literature.
- 8.2** Any interlineation's, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids.

9 Sealing and Marking of Bids

- 9.1** The Bidder shall seal the original Bid in separate NON-WINDOW envelop. The Pre-Qualification and Technical bid should be enclosed in one envelop along with other documents and should be super scribed with "*ORIGINAL BID FOR PURCHASE OF PROXY SERVER WITH WEB CACHING, WEB CONTENT FILTERING AND ANTIMALWARE -TECHNICAL BID*" and the Commercial bid envelop should be super scribed with "*ORIGINAL BID FOR PURCHASE OF PROXY SERVER WITH WEB CACHING, WEB CONTENT FILTERING AND ANTIMALWARE -COMMERCIAL BID*".
- 9.2** The envelop 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],
3rd Floor, SME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra(East)
Mumbai 400 051
- 9.3** If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

10 Last date for submission of Bids

Last date for bid submission is : December 29, 2008; 1500 hours

- 10.1** In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.
- 10.2** 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.
- 10.3** 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.
- 10.4** Modification And/Or Withdrawal of Bids:

Bids once submitted will be treated, as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder. Bank has the right to reject any or

all tenders received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / nondelivery of the bid documents due to any reason whatsoever.

11 Documents Establishing Bidder's Eligibility and Qualification

11.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract.

The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted shall be established to the Bank's satisfaction:

11.2 That the Bidder has the Financial, Technical and Production/Distribution/Service capability necessary to perform the contract;

11.3 That the Bidder meets the qualification criteria as required under Minimum Eligibility Criteria / and

11.4 That adequate, specialised hardware, related software expertise are already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault free operation of hardware, software and maintenance during the mandatory 3 year warranty period and provide necessary maintenance services for further period, if desired by the Bank after the end of warranty period.

12 Bank's Right to Accept any Bid and to Reject any or All Bids

Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

13 Contacting the Bank

13.1 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.

13.2 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.

14 Award of Contract

14.1 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.

14.2 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.

Section -3 General Terms and Conditions

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable)

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 Head Office / Zonal 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;
- 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.

2 Use of Contract Documents and Information

- 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.
- 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.

3 Subcontracts

- 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.

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.

3.3 Subcontracts / Franchisees must comply with the provisions of TCC.

4 Delivery and Installation

4.1 The Bidder should deliver the goods within stipulated time as mentioned in Special terms and conditions from the date of Purchase Order.

4.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The vendor 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. Vendor shall organise the Road Permits wherever required , any letter required for this will be given by the Bank.

4.3 The Bidder should install the goods within Three (3) weeks, from the date of delivery. 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.

4.4 Installation will be treated as incomplete in one/all of the following situations:

- ◆ Non-delivery of any hardware or other components and software modules mentioned in the order
- ◆ Non-delivery of supporting documentation
- ◆ Delivery, but no installation of the components and/or software
- ◆ ILL-integration
- ◆ System operational, but unsatisfactory to the Bank

4.5 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.

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.

4.6 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

4.7 Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

4.8 The vendor shall integrate the hardware with the existing LAN/WAN/Security infrastructure

5 Delivery and Documents

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

- a. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- b. Manufacturer's / Supplier's warranty certificate;

- c. Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.

6 Price

- 6.1** Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, back-to-back support with OEM during Warranty and AMC and insurance costs till the equipment is accepted.
- 6.2** 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.
- 6.3** The prices quoted shall be valid for a minimum period of Three Months from the last date for submission of offers.
- 6.4** Octroi, alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier .
- 6.5** 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.
- 6.6** SIDBI will not provide 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.

7 Terms Of Payment

- 7.1** The standard payment terms of SIDBI are given below.
- ◆ 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.
 - ◆ 10% after complying with acceptance criteria, and submitting performance Bank Guarantee from a scheduled commercial bank equivalent to 10% of contract value, valid till THREE months after expiry of warranty from the date of acceptance alongwith invocation period of additional THREE months beyond expiry of warranty.

All the payments will be made by SIDBI, Mumbai.

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.

- 7.2** 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.
- 7.3** The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 7.4** All Payments will be made to the Bidder in Indian Rupee only.

8 Technical Information

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

- 8.1** 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.
- 8.2** The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 6 years including warranty period and post warranty maintenance. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. Bank shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.
- 8.3** When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
- 8.4** 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.

9 Acceptance

- 9.1** 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 and commissioned 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 as per the acceptance criteria as defined in Annexure VI. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 9.2** 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.
- 9.3** 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
- 9.4** 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.

10 Acceptance Certificate

- 10.1** 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 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 Hardware starts from that date.

11 Governing language

- 11.1** 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.
- 11.2** 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.

12 Applicable laws

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

13 Performance security

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

13.1 Initial Security Deposit

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.

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.

13.2 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 .

14 Insurance

- 14.1** The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 14.2** 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.
- 14.3** 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
- 14.4** Should any loss or damage occur, the Bidder shall
- initiate and pursue claim till settlement, and
 - Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

15 Inspections and tests

- 15.1** 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 despatch 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.
- 15.2** Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 15.3** 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.
- 15.4** 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 .

16 Warranty

- 16.1** 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.

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.

- 16.2** 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 Three years from the date of acceptance of the hardware and software. 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. Vendor's hardware engineer will report at SIDBI offices within two 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.

SLA: The downtime of the hardware should not exceed 5% in a month. The monthly downtime percent of the hardware should be calculated as under :

$$\text{Downtime \%} = \frac{\text{(Unavailable hours due to breakdown - PM hours)}}{\text{(Available Hours)}} \times 100$$

Available hours = No. of working days X 8

If the downtime percentage exceeds 5% in a month, proportionate amount for all such breakdowns during the warranty /AMC period, may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the hardware will be extended accordingly. If claimed, the vendor has to pay the penalty amount as directed in the claim letter.

If the downtime percentage exceeds 5% in a month, penalty will be charged for shortfall and amount of penalty will be calculated quarterly as per the table given below, subject to max. 10% of cost of the solution.

Shortfall in SLA tareget/Compliance by	Penalty (%)
<= 1%	1
> 1% and <= 3 %	3
> 3% and <= 5 %	5
> 5% and <= 6 %	6
> 6% and <= 8 %	8
> 8% and <= 10 %	10

- 16.1** During the Warranty / AMC period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
- 16.2** The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 16.3** 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.

Item Description	Resolution Time
Proxy server with web caching, web content filtering and antimalware	NBD(Next Business Day)

- 16.4** The Bidder must provide the following warranties:

- (a) The equipment proposed is complete in every way.
- (b) The hardware / software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation

16.5 In case an equipment are taken away for repairs, the vendor shall provide a 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.

16.6 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 of component with another of the same performance and quality or higher, at no cost to the Bank.

16.7 Free on-site maintenance services shall be provided by the Supplier during the period of warranty and AMC.

16.8 Further provided that the Bank may, during the currency of the warranty or AMC, 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.

17 Post Warranty Maintenance:

The selected vendor will enter into AMC (Annual Maintenance Contract) with the bank for a period of 3 years, if so desired by the bank, for post warranty maintenance. However the bank will be having right to go with any other vendor for AMC if so desired by the bank.

The equipment supplied should be maintained by the vendor for at least 6 years from the date of acceptance by the bank which includes three years after the warranty period. The scope of AMC is same as that of warranty.

The vendor to enter into back-to-back arrangement with principal for AMC support also.

The AMC charges would be paid annually.

18 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.

19 Force majeure

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.

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

20 Repeat Order

The bank reserves the right to place repeat order for additional requirement (Max. 10% of items that were originally ordered) at the negotiated price within three months of placing the order.

21 Forfeiture of performance security

The bid security [EMD] may be forfeited:

if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;

Or

in case of the successful Bidder, if the Bidder fails to accept the order / sign the Contract Or furnish Performance Guarantee.

The Bank shall be at liberty to set off/adjust the proceeds of the performance security 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.

22 Penalty for Default Delivery

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.

In case the delay exceeds five 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.

23 Termination

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.

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

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.

24 Resolution of Disputes

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

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

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

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

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

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

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

Section -4 Special Terms and Conditions

1 Cost Details

The price should include all levies/ taxes like Service tax, VAT, Sales Tax, Transportation, Customs, Excise, Insurance, traveling charges, support service during warranty etc. Itemwise breakup of all applicable taxes must be mentioned in the Invoice.

Octroi, if applicable, will be reimbursed extra at actuals, on production of original receipt which should be in the name of Bank.

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.

No other cost whatsoever will be paid by SIDBI.

2 Terms of Delivery

All items should be delivered within SIX weeks from the date of purchase order. The delivery / installation has to be carried out at the following Address

Small Industries Development Bank of India [SIDBI]
Information Services Department [ISD],
3rd Floor, SME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra(East)
Mumbai 400 051

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 Form 32 or any other road permit, if required, on behalf of SIDBI.

Vendor will have to verify all the items within one week from the date of delivery in the presence of Bank officials at respective location/offices.

3 Warranty / AMC

The vendor to provide comprehensive on-site warranty of THREE YEARS from the date of acceptance. The Warranty should be BACK TO BACK from OEM. The vendor to provide updates and upgrades and training on new features free of cost during Warranty / AMC period.

The vendor to enter into back-to-back Warranty / AMC arrangement with the OEM.

4 Earnest Money Deposit

Vendor is required to submit a Demand Draft of Rs.40,000/- (Rupees forty thousand Only) towards Earnest Money Deposit in favour of SIDBI, payable at Mumbai along with the Technical Proposal in order to be eligible for participation.

This EMD shall be returned to the unsuccessful bidders within 90 days from the last date of submission of tender or successful bidder(s) have executed the order OR submitted performance guarantee for 10% of the order value, whichever is earliest and for the contracted supplier the EMD shall be refunded at the time for release of final payment. The EMD will be forfeited if any bidder dishonors its bidding commitments.

Section -5

Technical Specifications -

Proxy server with web caching, web content filtering and antimalware

S.N.	Minimum Specification
1	The solution should be appliance based and should include the following :
a	♦ Web proxy with caching
b	♦ Web content filtering
c	♦ Antimalware
d	♦ Antivirus
e	♦ Reporting Module [reporter]
f	♦ All the functionality should be in a single appliance or ♦ two appliances ie., one for proxy with caching and web content filtering and other for antimalware and antivirus. The solution should have different antimalware and antivirus engines.
g	♦ <i>The appliance should have passthrough capability. In case of vendors solutions which does not have this facility should compulsorily provide redundant appliance.</i>
g	♦ Capability to dynamically classify web sites based on some form of reputation services is desirable
2	Appliance(s) Hardware , Operating System and capacity
a	♦ The appliance based solution should have Proprietary or hardened Operating System
b	♦ The operating system should be secure from vulnerabilities and hardened for web proxy and caching functionality only.
c	♦ The appliance(s) should be rack mountable
d	♦ The appliance(s) should support minimum 1200 concurrent users
3	Proxy and Caching
a	♦ The solution should be a Fast Web Proxy and should support HTTP, TCP proxy, Active FTP over HTTP and HTTPS.
b	♦ The solution should support protocol tunnelling
c	♦ The solution should be capable of blocking specific file downloads based on size on per user group basis
d	♦ The solution should be capable of blocking objects using MIME file types
e	♦ The solution should allow administrator to define access to internet based on IP addresses, range of IP addresses, subnet and CIDR basis. It should also support to be forced for Authentication from Specific IP addresses, Subnet or CIDR's
f	♦ The solution should support integration with active directory, LDAP, any standard based authentication server. ♦ This should allow administrator to define user or group based access policies to Internet
g	♦ The solution should support Multiple Auth Servers / Auth Failover using Multi Scheme Auth (NTLM and LDAP). It should also support authentication exemption.
h	♦ The authentication should be done every time a user access web through the appliance. The appliance should timeout user if the connection is left idle for a certain amount of time.
i	♦ The appliance should be capable of working in the following configurations:
i	• Standalone Proxy
ii	• Forward Proxy
iii	• Transparent proxy
j	♦ The solution should support configuration of Multiple Upstream Proxies for failover, load

S.N.	Minimum Specification
	balancing and conditional routing etc.
k	♦ The solution should support proxy chaining
l	♦ The solution should support configuration to use split DNS.
m	♦ The solution should have facility for IP Spoofing
n	♦ Provision of high availability should be available
o	♦ The appliance should be able to export policies to a restorable file.
p	♦ The appliance should have management console that can run on remote machine through web browser
q	♦ It should be possible to permit remote management of the appliance from specified IP address
r	♦ The appliance should have inbuilt caching mechanism. Please mention the caching capacity of the appliance.
s	♦ The appliance should cache single object of upto 1GB. Mention the exact size of cache of a single object.
4 URL Filtering	
a	♦ The Appliance should have an inbuilt URL filtering functionality with categories.
b	♦ 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 appliance manufacturer's web sites
c	♦ The Appliance should support Pre-defined categories and custom categories.
d	♦ The appliance should filter the traffic passing through it based on URL patterns specified in the policies
e	♦ The time at which the update is downloaded during the day should be configurable
f	♦ The appliance should provide creation of unlimited web access policies and assign them to a particular user, IP address, or group etc
g	♦ It should be possible in the appliance to create policies with administrator having the provision to allow or deny any group/category as per the appliance's URL database and assign it to a particular user, IP address or group etc based on the time of the day, day of the week etc.
h	♦ It should be possible in the appliance to add or delete any URL from the grouping/categorization done by the content filtering software
i	♦ It should be possible to configure restrictions on downloads from Internet based on file types ie., on extensions
j	♦ It should be possible for the appliance administrator to create new groups/categories of URLs in the appliance database
k	♦ It should be possible in the appliance to exempt specific URLs [either permit or deny] from the policies applied to a user/group
l	♦ The appliance should generate reports showing the full details of access user-wise, time-wise, destination-wise etc
m	♦ The appliance should send an alert message to the user, if he/she is trying to access a blocked website
n	♦ The solution should have facility for End User to provide/report misclassification in URL category.
o	♦ 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
p	♦ Support portal should give facility to administrator/end user to check URL category and submit new URL for categorization
5 Antimalware	
a	♦ The solution should be able to filter malware for both inbound and outbound traffic. Malware

S.N.	Minimum Specification
	filtering should be both signature based and non-signature based. It should support, various protocols, ports and traffic types. Should be able to identify infected PC, infection by name etc and prioritise remedial action
b	<ul style="list-style-type: none"> ◆ The appliance should have minimum TWO inbuilt engines one for antimalware and other for antivirus. ◆ <i>Details of engines to be specified</i>
c	<ul style="list-style-type: none"> ◆ The appliance should have inbuilt antivirus engine.
d	<ul style="list-style-type: none"> ◆ Antimalware and antivirus engine should be different from the existing antivirus used by SIDBI ie., other than Symantec.
e	<ul style="list-style-type: none"> ◆ The Appliance should provide inbuilt Web Based Reputation Services and scoring options [desirable]
f	<ul style="list-style-type: none"> ◆ The Appliance should have customizable setting in the Web Based Reputation Services, like Allow, Scan and Block based on the scoring settings by the Administrator.
g	<ul style="list-style-type: none"> ◆ The solution should scan inbound and outbond traffic
h	<ul style="list-style-type: none"> ◆ The Appliance should support at least L4 traffic monitoring/ Network Layer Malware Detection .
i	<ul style="list-style-type: none"> ◆ The Appliance should support at least L4 traffic monitoring/ Network Layer Malware Detection for AntiSpyware and block Phone home attempts.
j	<ul style="list-style-type: none"> ◆ The L4 traffic monitor /Network Layer Malware Detection should detect and block Spyware/ Malware in all the 65535 ports and details reporting should be provided on a per user basis.
k	<ul style="list-style-type: none"> ◆ The Appliance should catch malware that attempts to bypass port 80.
l	<ul style="list-style-type: none"> ◆ The Appliance should be able to scan HTTPS transactions
m	<ul style="list-style-type: none"> ◆ The appliance should act as anti-virus gateway to scan all the data passing through the appliance from and to Internet
n	<ul style="list-style-type: none"> ◆ The appliance should have the database containing all known virus signatures.
o	<ul style="list-style-type: none"> ◆ The virus signatures database should be updated automatically with the new signatures from the web at very frequent intervals
p	<ul style="list-style-type: none"> ◆ The appliance should alert the use if the content being downloaded is found to contain virus
q	<ul style="list-style-type: none"> ◆ The appliance should generate reports showing the details of viruses found along with the user name, time of access, URL accessed etc
r	<ul style="list-style-type: none"> ◆ The appliance should have integrated Anti-virus scanning capabilities to block web-based threats including viruses, Trojans, Worms and Spyware / Adwares / Malware
s	<ul style="list-style-type: none"> ◆ The appliance should be capable of blocking spware "Phone-home" attempts and stops spyware downloads
t	<ul style="list-style-type: none"> ◆ The appliance must support HTTP compression for software updates and downloads
u	<ul style="list-style-type: none"> ◆ The appliance should protect itself against any attacks from Internet
v	<ul style="list-style-type: none"> ◆ The appliance should have provision to backup the system data, configuration data, policy data to an external storage medium
w	<ul style="list-style-type: none"> ◆ The appliane should be able to import the system date, configuration data and policy data from the backup medium and restore the functioning of the appliance to the stage at which backup was taken
6	Access Logs and Reporting
a	<ul style="list-style-type: none"> ◆ The system should have facility to log all activities within the appliance
b	<ul style="list-style-type: none"> ◆ The appliance should be able to send logs to an external log servers
c	<ul style="list-style-type: none"> ◆ Should be able to generate reports from log data more than 30 days and also carry out log data analysis
e	<ul style="list-style-type: none"> ◆ 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)
f	<ul style="list-style-type: none"> ◆ Should be able to generate detailed per user statistics for on-box log data and retained data. Details about bandwidth consumed/saved, antimalware detection etc., to be provided.

S.N.	Minimum Specification
g	<ul style="list-style-type: none"> ◆ Any additional software required for detailed analysis of log data [on-box or retained data] to be provided as part of solution. ◆ Mention the name of software that will be provided along with solution.
7	Appliance Administration and Management
a	◆ The appliance should be manageable via HTTP or HTTPS. Manageability through command line using SSH is desirable
b	◆ Mention how the appliance is manageable in case of emergency
c	◆ For troubleshooting and debugging, the solution should provide a policy trace tool.
d	◆ 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 config to multiple appliances.
e	◆ The proposed solution should be able to restrict administrative access based on IP address restrictions
f	◆ The proposed solution should support SNMP V1, V2, and V3. And should have capabilities of hardware & software monitoring via both enterprise grade MIBS as well as alerts via SNMP traps.
8	Support
a	◆ On-site support should be provided during the warranty and AMC period
b	◆ Support should cover all upgrades and updates for the time period the licenses and support purchased from principal vendor
c	◆ The remote support from principal company should be available via India Toll Free and Email. The Support Portal access should be provided for CASE management, knowledgebase, new version information, tools etc.
d	◆ The support should be able to login to appliance using secure tunneling methods such as SSH for troubleshooting purposes [desirable]
e	◆ The appliance should have diagnostic network utilities like telnet, traceroute, nslookup and tcpdump. [desirable]
f	◆ The appliance should provide seamless version upgrades and updates
g	<ul style="list-style-type: none"> ◆ Vendor to provide future roadmap for the product by the principal. ◆ Copy of the same to be included along with technical bid.
h	◆ The vendor to have back-to-back arrangement with OEM for Warranty and AMC
i	◆ The price quoted should include all the costs involved for user licenses, features, software subscription, reporting software module, maintenance of the hardware, training, updation and upgradation of all the software in the appliance both during warranty period and AMC period.

Pre-Qualification Bid

[all fields to be filled in duly and proof of the same to be attached separately]

1	Name of the Bidder			
	Address of the Bidder			
	Telephone	Fax	e-mail	website
2	Name of the Principal			
	Address of the Principal			
	Telephone	Fax	e-mail	website
3	Contact Details of the Bidder authorised to make commitments to SIDBI			
	Name			
	Designation			
	Mobile No.			
	FAX No.			
	E-mail id			
4	Company Details [Registration certificate to be enclosed]			
	Type of Company [Govt/PSU/Pub.Ltd/Pvt Ltd/ Partnership / Proprietary.]			
	Registration No., and Date of registration			
	Year of Incorporation / Establishment			
	Sales Tax Number [copy to be enclosed]			
	Income Tax Number [copy to be enclosed]			
	PAN Number			
5	Financials [fill in the details and attach proof of the same]			
	Turnover [in lakh]			
	2007-2008			
	2006-2007			
	2005-2006			
	Profit before tax [in lakh]			
	2007-2008			
	2006-2007			
2005-2006				

6	Experience in Security products and solutions. [Firewall, UTM , IPS, Antivirus, Antimalware, Web Content Filtering, Proxy with Caching etc.]	
7	No. of security projects carried out by the company during last three years in India (give details and enclose documentary proof)	
8	Details of minimum two projects executed [supply and support] .	
	Project	Name of Customer
		OEM of the Project. Specify the components supplied.
		No of Years in Use
	Project 1	
	Project 2	
9	References [to attach proof] Names of two or more buyers (with Names of contact persons, their designations, complete postal address, telephone, fax, telex and e-mail addresses, location of installation etc) to whom similar equipment are supplied installed and commissioned in the past 2 years and to whom reference may be made by the Bank regarding the Bidder's technical and delivery ability.	
a	Name of Bank / large Financial Institutions / Government Organisation for whom security products supplied and maintained.	
	Name of Organisation	Address with Contact Details
i		
ii		
b	Name of other organisations [other than Banks/FI/Govt. Organisations] for whom security products supplied and maintained.	
i		
ii		
10	Details of Service Support center at Mumbai	
a	Address	
b	Contact Details	
11	Whether back-to-back support from OEM can be provided during Warranty and AMC period. Certificate to be enclosed.	
12	Nature of tie-up with OEM for the products bidder proposes to supply to SIDBI. Certificate to be enclosed.	

Place :.....

Date :.....

Signature with Seal

Technical Bid

[Proxy server with web caching, web content filtering and antimalware]

A.

S.N.	Minimum Specification	Vendor's Response
1	The solution should be appliance based and should include the following :	
a	♦ Web proxy with caching	
b	♦ Web content filtering	
c	♦ Antimalware	
d	♦ Antivirus	
e	♦ Reporting Module [reporter]	
f	♦ All the functionality should be in a single appliance or ♦ two appliances ie., one for proxy with caching and web content filtering and other for antimalware and antivirus. The solution should have different antimalware and antivirus engines.	
g	♦ <i>The appliance should have passthrough capability. In case of vendors solutions which does not have this facility should compulsorily provide redundant appliance.</i> ♦ <i>[indicate whether passthrough facility is available or not]</i>	
g	♦ Capability to dynamically classify web sites based on some form of reputation services is desirable	
2	Appliance(s) Hardware , Operating System and capacity	
a	♦ The appliance based solution should have Proprietary or hardened Operating System	
b	♦ The operating system should be secure from vulnerabilities and hardened for web proxy and caching functionality only.	
c	♦ The appliance(s) should be rack mountable	
d	♦ The appliance(s) should support minimum 1200 concurrent users	
3	Proxy and Caching	
a	♦ The solution should be a Fast Web Proxy and should support HTTP, TCP proxy, Active FTP over HTTP and HTTPS.	
b	♦ The solution should support protocol tunnelling	
c	♦ The solution should be capable of blocking specific file downloads based on size on per user group basis	
d	♦ The solution should be capable of blocking objects using MIME file types	
e	♦ The solution should allow administrator to define access to internet based on IP addresses, range of IP addresses, subnet and CIDR basis. It should also support to be forced for Authentication from Specific IP addresses, Subnet or CIDR's	
f	♦ The solution should support integration with active directory, LDAP, any standard based authentication server. ♦ This should allow administrator to define user or group based access policies to Internet	
g	♦ The solution should support Multiple Auth Servers / Auth Failover	

S.N.	Minimum Specification	Vendor's Response
	using Multi Scheme Auth (NTLM and LDAP). It should also support authentication exemption.	
h	◆ The authentication should be done every time a user access web through the appliance. The appliance should timeout user if the connection is left idle for a certain amount of time.	
i	◆ The appliance should be capable of working in the following configurations:	
i	• Standalone Proxy	
ii	• Forward Proxy	
iii	• Transparent proxy	
j	◆ The solution should support configuration of Multiple Upstream Proxies for failover, load balancing and conditional routing etc.	
k	◆ The solution should support proxy chaining	
l	◆ The solution should support configuration to use split DNS.	
m	◆ The solution should have facility for IP Spoofing	
n	◆ Provision of high availability should be available	
o	◆ The appliance should be able to export policies to a restorable file.	
p	◆ The appliance should have management console that can run on remote machine through web browser	
q	◆ It should be possible to permit remote management of the appliance from specified IP address	
r	◆ The appliance should have inbuilt caching mechanism. Please mention the caching capacity of the appliance.	
s	◆ The appliance should cache single object of upto 1GB. Mention the exact size of cache of a single object.	
4	URL Filtering	
a	◆ The Appliance should have an inbuilt URL filtering functionality with categories.	
b	◆ 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 appliance manufacturer's web sites	
c	◆ The Appliance should support Pre-defined categories and custom categories.	
d	◆ The appliance should filter the traffic passing through it based on URL patterns specified in the policies	
e	◆ The time at which the update is downloaded during the day should be configurable	
f	◆ The appliance should provide creation of unlimited web access policies and assign them to a particular user, IP address, or group etc	
g	◆ It should be possible in the appliance to create policies with administrator having the provision to allow or deny any group/category as per the appliance's URL database and assign it to a particular user, IP address or group etc based on the time of the day, day of the week etc.	
h	◆ It should be possible in the appliance to add or delete any URL from the grouping/categorization done by the content filtering software	

S.N.	Minimum Specification	Vendor's Response
i	♦ It should be possible to configure restrictions on downloads from Internet based on file types ie., on extensions	
j	♦ It should be possible for the appliance administrator to create new groups/categories of URLs in the appliance database	
k	♦ It should be possible in the appliance to exempt specific URLs [either permit or deny] from the policies applied to a user/group	
l	♦ The appliance should generate reports showing the full details of access user-wise, time-wise, destination-wise etc	
m	♦ The appliance should send an alert message to the user, if he/she is trying to access a blocked website	
n	♦ The solution should have facility for End User to provide/report misclassification in URL category.	
o	♦ 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	
p	♦ Support portal should give facility to administrator/end user to check URL category and submit new URL for categorization	
5 Antimalware		
a	♦ The solution should be able to filter malware for both inbound and outbound traffic. Malware filtering should be both signature based and non-signature based. It should support, various protocols, ports and traffic types. Should be able to identify infected PC, infection by name etc and prioritise remedial action	
b	♦ The appliance should have minimum TWO inbuilt engines one for antimalware and other for antivirus. ♦ <i>Please specify the details of engines</i>	
c	♦ The appliance should have inbuilt antivirus engine.	
d	♦ Antimalware and antivirus engine should be different from the existing antivirus used by SIDBI ie., other than Symantec.	
e	♦ The Appliance should provide inbuilt Web Based Reputation Services and scoring options [desirable]	
f	♦ The Appliance should have customizable setting in the Web Based Reputation Services, like Allow, Scan and Block based on the scoring settings by the Administrator.	
g	♦ The solution should scan inbound and outbond traffic	
h	♦ The Appliance should support at least L4 traffic monitoring/ Network Layer Malware Detection .	
i	♦ The Appliance should support at least L4 traffic monitoring/ Network Layer Malware Detection for AntiSpyware and block Phone home attempts.	
j	♦ The L4 traffic monitor /Network Layer Malware Detection should detect and block Spyware/ Malware in all the 65535 ports and details reporting should be provided on a per user basis.	
k	♦ The Appliance should catch malware that attempts to bypass port 80.	
l	♦ The Appliance should be able to scan HTTPS transactions	
m	♦ The appliance should act as anti-virus gateway to scan all the data passing through the appliance from and to Intenet	
n	♦ The appliance should have the database containing all known virus	

S.N.	Minimum Specification	Vendor's Response
	signatures.	
o	♦ The virus signatures database should be updated automatically with the new signatures from the web at very frequent intervals	
p	♦ The appliance should alert the use if the content being downloaded is found to contain virus	
q	♦ The appliance should generate reports showing the details of viruses found along with the user name, time of access, URL accessed etc	
r	♦ The appliance should have integrated Anti-virus scanning capabilities to block web-based threats including viruses, Trojans, Worms and Spyware / Adwares / Malware	
s	♦ The appliance should be capable of blocking spware "Phone-home" attempts and stops spyware downloads	
t	♦ The appliance must support HTTP compression for software updates and downloads	
u	♦ The appliance should protect itself against any attacks from Internet	
v	♦ The appliance should have provision to backup the system data, configuration data, policy data to an external storage medium	
w	♦ The appliane should be able to import the system date, configuration data and policy data from the backup medium and restore the functioning of the appliance to the stage at which backup was taken	
6 Access Logs and Reporting		
a	♦ The system should have facility to log all activities within the appliance	
b	♦ The appliance should be able to send logs to an external log servers	
c	♦ Should be able to generate reports from log data more than 30 days and also carry out log data analysis	
e	♦ 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)	
f	♦ Should be able to generate detailed per user statistics for on-box log data and retained data. Details about bandwidth consumed/saved, antimalware detection etc., to be provided.	
g	♦ Any additional software required for detailed analysis of log data [on-box or retained data] to be provided as part of solution. ♦ Mention the name of software that will be provided along with solution.	
7 Appliance Administration and Management		
a	♦ The appliance should be manageable via HTTP or HTTPS. Manageability through command line using SSH is desirable	
b	♦ Mention how the appliance is managable in case of emergency	
c	♦ For troubleshooting and debugging, the solution should provide a policy trace tool.	
d	♦ The solution should be able to provide backup of configurations via email or file store which can be easily restored in the event of	

S.N.	Minimum Specification	Vendor's Response
	failure. Also should have facility to export config to multiple appliances.	
e	♦ The proposed solution should be able to restrict administrative access based on IP address restrictions	
f	♦ The proposed solution should support SNMP V1, V2, and V3. And should have capabilities of hardware & software monitoring via both enterprise grade MIBS as well as alerts via SNMP traps.	
8 Support		
a	♦ On-site support should be provided during the warranty and AMC period	
b	♦ Support should cover all upgrades and updates for the time period the licenses and support purchased from principal vendor	
c	♦ The remote support from principal company should be available via India Toll Free and Email. The Support Portal access should be provided for CASE management, knowledgebase, new version information, tools etc.	
d	♦ The support should be able to login to appliance using secure tunneling methods such as SSH for troubleshooting purposes [desirable]	
e	♦ The appliance should have diagnostic network utilities like telnet, traceroute, nslookup and tcpdump. [desirable]	
f	♦ The appliance should provide seamless version upgrades and updates	
g	♦ Vendor to provide future roadmap for the product by the OEM/ principal. ♦ Copy of the same to be included along with technical bid.	
h	♦ The vendor to have back-to-back arrangement with OEM for Warranty and AMC	
i	♦ The price quoted should include all the costs involved for user licenses, features, software subscription, reporting software module, maintenance of the hardware, training, updation and upgradation of all the software in the appliance both during warranty period and AMC period.	

B.

9	Product Details Proposed by Vendor	Product Name/ Make-Model	Remarks
a	▪ Proxy with Web Caching		
b	▪ Antimalware engine		
c	▪ Antivirus engine		
d	▪ URL Filtering		
e	▪ Reporting software		
f	▪ Any other hardware or software [if any]		

C. Masked commercial bid to be attached

D. Principal / OEM Roadmap for the product proposed for SIDBI

Note:

1. Vendor's response should include complied not complied and in case of any deviation pl attach a separate sheet mentioning the same.
2. Vendor to include masked commercial bid along with Technical bid

Commercial Bid

[Proxy server with web caching, web content filtering and antimalware]

S.N.	Description	Cost	
		In figures	In words
I	Proxy server with web caching, web content filtering and antimalware		
1	Cost of Proxy server with web caching, web content filtering and antimalware Solution [consisting of proxy with caching, Web Content Filtering, Antimalware engine, antivirus engine etc.] <i>[The price quoted should include all the costs involved for user licenses, features, software subscription, reporting module, maintenance of the hardware, training, updates and upgrades of all the software in the appliance during 3 years warranty period. Current requirement of subscription services for antimalware, antivirus, URL filtering is for 700 users]</i>	A	
2	AMC charges for 3 years ie., fourth, fifth and sixth year for Proxy server with web caching, web content filtering and antimalware. [consisting of proxy with caching, Web Content Filtering, Antimalware engine, antivirus engine etc.] <i>[includes user licences, features, software subscription, reporting module, maintenance of hardware, upgrades, updates and training during 3 years AMC period. Further, License subscription services for antimalware, antivirus and URL filtering for 700 users]</i>	B	
	Total Cost of Ownership	A+B	

II Optional Items			
1	Cost of additional 50 licenses [subscriptions] for URL filtering, Antimalware and antivirus engines etc. during 3 year warranty period		
2	Cost of additional 50 licenses [subscriptions] for URL filtering, Antimalware and antivirus engines etc during 3 year AMC period ie., fourth, fifth and sixth year		

Place :

Signature with Company Seal

Date :

Note:

1. The cost should be inclusive of all taxes like Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, support service during warranty/AMC etc. Octori if any will be payable extra on the actuals after submission of invoice and proof of payment.
2. No terms and conditions should be stipulated in the Commercial bid, which is meant only for the quotation of offer price/ rate. Any terms and conditions indicated in deviation, would not be considered by the Bank and the proposal is liable to be rejected.
3. AMC charges would be paid annually.
4. L1 would be based on TCO.
5. Vendor to take Warranty / AMC back-to-back with OEM
6. Prices quoted above shall be valid till *March 29, 2009*

Manufacturers Authorisation Form

[to be submitted along with Technical Bid, pl do not change the format]

Ref. No:

Date:

To,
The General Manager(Systems)
SIDBI, Information Services Department
SME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra(E)
Mumbai - 400 051

Dear Sir,

Sub: Supply of Proxy server with web caching, web content filtering and antimalware

Ref: Your RfP no.

Dated

We who are established and reputable manufacturers of
..... do hereby authorise M/s[Name and
address of bidder] to submit a bid and sign the contract with you for the goods manufactured by us against
the above tender no..... dated

We hereby extend our full guarantee and warranty as per the clauses of contract based on the
terms and conditions of the tender for the goods and services offered for supply by the above firm against
the tender.

Yours faithfully

[.....]
Name of the manufacturer

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

BID FORM

[To be submitted on the letter head of the bidder along with Technical Bid]

Ref. No.

Date:

To,

The General Manager (Systems)
SIDBI, Information Services Department [ISD],
3rd Floor, SME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra(East)
Mumbai 400 051

Dear Sir,

Sub: Supply of Proxy server with web caching, web content filtering and antimalware
Ref: Your RfP no. dated

We, the undersigned, offer to supply and deliver equipments and services including installation, commissioning, configuration, migration of users, integration with existing security architecture and providing comprehensive training from the OEM on proxy with web caching, web content filtering and antimalware in conformity with the tender.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Tender.

We undertake, to provide back-to-back Warranty / AMC with OEM .

If our bid is accepted, we will provide Bank guarantee in your favour for a sum equivalent to 10% of the contract price or Rs.5.00 lacs whichever is lower for the due performance of the contract in the format prescribed by the purchaser.

We agree to abide by this bid for the period of 90 days from the last date of submission of tender document i.e., till March 29, 2009 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with Bank's written acceptance thereof and bank's notification of award, shall constitute a binding Contract between us.

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".

We agree that the Bank will have Single Point of Contact with us, at the address stated below for the entire goods and services to be delivered by us in case our bid is accepted.

Address of Bidder for Single Point of Contact

.....
we understand that the bank is not bound to accept the lowest of any bid the bank may receive.

Dated _____ day of _____ 2008.

(Signature In the Capacity of)
Duly Authorised to sign bid for and on behalf of
(Name & Address of Bidder _____)

Acceptance Criteria

The acceptance will be given after physical delivery of the items at Mumbai, successful installation, configuration, commissioning, integration, migration of users and training.

S.N	Nature of activity	Remarks
1	Physical Delivery of the equipments [hardware/software etc.] as per the PO and Installation / configuration commissioning / integration and training.	<ul style="list-style-type: none">➤ The vendor has to deliver and install the items mentioned in the PO at SIDBI, Mumbai.➤ Carry out necessary configuration, migration of existing users etc.➤ Provide detailed training to Bank network administrator by the principal on all the components.➤ Submit proof of back to back warranty arrangement from the OEM
2	Acceptance Report	<ul style="list-style-type: none">➤ As a confirmation to the above activities mentioned at Sr. 1 vendor shall obtain duly signed acceptance report, from the SIDBI official and submit the same at the time of claiming final payment.

Performance Bank Guarantee Format

This AGREEMENT OF GUARANTEE executed at _____ on this _____ day of _____, 200 by _____ Bank, a body corporate constituted under the _____, Act and having its corporate/head office at _____ (hereinafter referred to as "the guarantor" which expression shall include its successors and assigns) in favor of Small Industries Development Bank of India, a Corporation established under the Small Industries Development Bank of India Act, 1989 having its head office at SIDBI Tower, 15, Ashok Marg, Lucknow - 226 001 and its Mumbai office at SME Development Center, Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051(hereinafter referred to as "SIDBI" which expression shall include its successors and assigns).

WHEREAS _____, a company incorporated under the Companies Act, 1956 and having its corporate Office at _____ (hereinafter referred to as "the contractor") and SIDBI under an agreement dated _____ (hereinafter referred to as "the contract"), the contractor, inter alia, undertook to supply ,install and maintain _____ .

WHEREAS the guarantor agrees to give a guarantee for the due performance of the contract by the contractor, failing which agreeing to compensate SIDBI to a maximum extend of Rs._____/-(Rupees_____ only) for a period of 36 months commencing from _____ , 200 to _____ , 200 .

AND WHEREAS on the request of the contractor, SIDBI has agreed to accept a guarantee from the guarantor on the terms and conditions hereinafter appearing:

NOW THIS AGREEMENT OF GUARANTEE WITNESSETH AS UNDER :

1. In consideration of SIDBI agreeing to entering into the said contract for supply , install and maintain _____ and accepting this guarantee for the due performance of the contract by the contractor and the guarantor agreeing to compensate SIDBI in the event of failure of the contract in performance of the contract thereof upto a maximum extend of Rs. /- (Rupees _____ only) , the guarantor hereby unconditionally and irrevocably guarantee unto SIDBI that the contractor will diligently, efficiently and satisfactorily perform all obligations under the said contract dated _____ to the satisfaction of SIDBI, failing which the guarantor shall forthwith, on demand by SIDBI, without demur or protest and without recourse to the contractor or anybody else, pay unto SIDBI the sum of Rs. /- (Rupees _____ only) at Mumbai and a certificate issued by SIDBI to the effect that the contractor failed in performance of the contract shall be conclusive and binding upon the guarantor.

2. It is agreed that notwithstanding anything contained herein above SIDBI shall have the liberty to invoke this guarantee in the event the contract is terminated by the parties as provided in the contract and a certificate issued by SIDBI to the effect that the contract is so terminated shall be conclusive and binding upon the guarantor.

3. The guarantor hereby further covenants that :

a). The guarantor shall pay forthwith the aforesaid sum on demand made in writing by SIDBI without any demur or protest and without any recourse to the contractors or anybody else and notwithstanding any dispute or difference that may arise between SIDBI and the contractor.

b). That this guarantee shall not be revoked by the guarantor without prior consent in writing of SIDBI.

c). That the notice of demand in writing issued by SIDBI shall be conclusive proof as regards and amount due and payable to SIDBI under this guarantee and it shall not be disputed by the guarantor for whatsoever reason.

d). That the decision of SIDBI on the breach of any of the terms and conditions of the contract by the contractor or their failure to perform obligations or discharge their duties under the said contract shall be final and binding on the guarantor and shall not be disputed by the guarantor in any forum including court, tribunal, arbitration or other authority.

e). The guarantor shall also indemnify and keep SIDBI indemnified against all losses, damages, costs, claims and expenses whatsoever which SIDBI may suffer, pay or incur by reason of or in connection with such default on the part of the contractor in their performance obligations of the contract including cost of any legal proceedings if any, which may be initiated against SIDBI.

f). That any neglect or forbearance on the part of SIDBI in enforcing any of the terms and conditions of the said contract or any indulgence shown by SIDBI to the contractor or any variation the said contract made by mutual agreement between SIDBI and the contractor or any other act or deed on the part of SIDBI which but for this clause may have the effect of discharging the guarantor under the law relating to the guarantee shall not discharge the guarantor from its obligations herein and the guarantor shall be discharged only by compliance by the contractor of all their obligations, duties, under the said contract to the satisfaction of SIDBI.

g). That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the contractor to enter into the said contract or any change in the constitution or dissolution or change in the name of the contractor or the guarantor.

4. That it shall not be necessary for SIDBI to exhaust its remedies against the contractor before invoking this guarantee and the guarantee herein contained shall be enforceable against the guarantor notwithstanding any other security which SIDBI may have obtained or may obtain from the contractor or may at the time when this guarantee is invoked be outstanding and unrealised.

5. To give effect to this guarantee, SIDBI may act as though the guarantor is the principal debtors to SIDBI.

6. Any demand for payment or notice under this guarantee shall be sufficiently given if sent by post or courier to or left at the last known address of the guarantor or its successors or assigns as the case may be, and shall be assumed to have reached the addressee in the course of post, if given by post, and no period of limitation shall commence to run in favour of the guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice which sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any of the responsible officer of SIDBI that to the best of his knowledge and belief, the envelope containing the said notice was so posted shall be conclusive as against the guarantor even though it was returned unserved on account of refusal of the guarantor.

7. Notwithstanding anything contained hereinabove:

a). The liability of the guarantor shall not exceed Rs. /- (Rupees only).

b). The validity period of this guarantee shall be upto and unless a claim or demand made on the guarantor for invocation of the guarantee within six months from the date of above validity period, all the obligations and liabilities of the guarantor herein shall be extinguished and discharged, unless this guarantee is renewed for a further period.



भारतीय लघु उद्योग विकास बैंक

IN WITNESS WHEREOF the withinnamed the _____ Bank has executed these presents by the hand of Shri _____ (name & designation), its authorised Officer/Constituted Attorney on the day, month and year first herein above written.

SIGNED AND DELIVERED for and on behalf of the _____ Bank by the hand of Shri _____ (name and designation) its authorised Official/ Constituted Attorney
