

TENDER DOCUMENT

FOR

**For Supply, Installation, Configuration, Implementation and Servicing of
Firewalls For Data center**

Reference Number: MSCB/ITD/FW/222 /2019-20

Cost of the Tender Document:

Rs.10,000/- plus GST (Rupees Ten Thousand Only) per copy.

**The Maharashtra State Co-operative Bank Ltd (MSC Bank)
(Incorporating The Vidarbha Co-op Bank Ltd.)**

Sir Vithaldas Thackersey Memorial Building,
9, Maharashtra Chamber of Commerce Lane, Fort Mumbai 400001.

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1. Tender Highlights:

Document Reference	MSCB/ITD/ FW/222/2019-20
Price of Tender Document (Non Refundable)	Rs.10,000 /- plus GST by NEFT or Demand Draft Only
Date of Commencement of Sale of Document	23-09-2019
Queries from vendors	30-09-2019 up to 5.00 p.m.
Pre Bid Meeting	01-10-2019 at 3.00 p.m.
Last date of submission	15-10-2019 up to 3.00 p.m.
Date of Technical Bid Opening	15-10-2019 at 3.30 p.m.
Date of Financial Bid Opening	Will be communicated to vendor via email.
Address for Communication	Jt. Manager, IT Department, The Maharashtra State Co-operative Bank Limited, Sir Vithaldas Thackersey Memorial Building, 9, Maharashtra Chamber of Commerce Lane, Fort Mumbai 400001.
Contact Telephone Numbers	022 - 22800527
FAX Numbers	022 - 22800529
Email Communication	mscb.itd@mscbbank.com

Terms and Conditions, eligibility criteria and procedure for submission of Bids are given in the tender document. The Tender document may be obtained by paying a non-refundable fee of Rs. 10,000/-(Rupees Ten Thousand only) plus GST in NEFT Account No **0002117030003377** (IFS Code – MSCI0082002, title of account – Other receipts account) or by demand draft in favor of “The Maharashtra State Cooperative Bank Ltd, Mumbai” payable at Mumbai from the office of The Manager, Information Tech. Dept. of the Bank during office hours between 11.00 am to 16.00 pm. The same can also be downloaded from the official website of the MSC Bank. (www.mscbbank.com) and must be submitted along with non-refundable fee of Rs.10,000/- (Rupees Ten Thousand only) plus GST in NEFT Account No **0002117030003377** (IFS Code – MSCI0082002, title of account – Other receipts account) or by demand draft in favor of “The Maharashtra State Cooperative Bank Ltd, Mumbai” payable at Mumbai in a separate envelope.

Date: 23-09-2019

Place: Mumbai

Dr. Ajit Deshmukh

Managing Director

2. MSC Bank Background:

The Maharashtra State Co-operative Bank (hereafter referred as MSC Bank) is a premier co-operative institute at State level established in 1911. It is rendering its services to its increasing number of clientele in more diversified and multifarious bank services and facilities over last 10 decades and has established itself as a leader of co-operative movement in the State of Maharashtra. It is in continues process of helping the economic development of rural Maharashtra through its Six Regional Offices and 56 Branches in the State.

The main business of the MSC Bank can be classified as direct financing for the District Central Co-operative Banks, Co-operative Societies engaged in various fields like Sugar Production, Marketing, Spinning Mills, various types of agriculture processing units; direct financing to some State Level and National Level Co-operatives and refinancing through three-tier system i.e. the MSC Bank at apex level, DCC Banks at middle level and Primary Agriculture Co-op Societies at the grass root level.

The MSC Bank initiated the process of computerization of its operations in a phased manner starting in 1998-99.

At present the Bank has fully computerized environment with successfully running CBS. The Bank has a sophisticated Data Center and DR site.

3. Tender Objective:

The objective of this Tender is to call responses from vendors For **“Supply, Installation, Configuration, Implementation and Servicing of Firewalls for Data center”**.

4. INSTRUCTIONS TO VENDOR:

4.1 QUALIFICATION CRITERIA (Eligibility of the Vendor)

- A. Vendor organization must have Indian Ownership registered under the Indian Companies Act 1956 / Partnership Act..
- B. The vendor should have a minimum of 10 (Ten) years’ experience in the field of Firewall Supply, Installation, Migration, Implementation and Support Business. (Must attach company incorporation certificate).
- C. Must have installed minimum 25 Firewalls.
- D. The vendor is not the manufacturer then shall be authorized channel partner status with concern OEM/s.
- E. Vendor should have supplied DC Firewalls to at least 3 Banks/PSU/NBFC with Value over Rs. 2 Cr.

Tender for purchase of Firewall

- F. Vendor should have at least 10 years of experience in IT Business.
- G. Vendor should have a fully functional service / support centre in Mumbai with minimum 20 qualified Technical Support Staff to provide quality service support.
- H. These engineers should be on roll or direct contract employees of vendor and not from any franchisee of the vendor.
- I. Vendor should have an experience of similar project (Data Center firewall) 3 projects worth Rs.2 Crore p.a. for which documentary evidence must be submitted.
- J. Vendor should have sound financial background and should have been making profits for the last 3 years and total turnover of the firm should be minimum of rupees 30 Crores for each year, during last three financial years. Audited Balance Sheet and Profit and Loss account (amount in Rupees) for last three years should be submitted with the technical bid. (**A certificate from CA to be attached**)
- K. Details of service/support network (addresses, names of contact persons, phone numbers etc.)
- L. Vendor should have ISO Certification 9001,27001 and CMMI Level 5
- M. Consortium is not allowed and consortium experience is also not Allowed
- N. The vendor should have never been blacklisted / barred / disqualified by any Regulator / Statutory Body. The bidding firm must not be involved in any such incident what so ever, where the job undertaken / performed and conducted has been questioned by any authority, which may lead to legal action. Self-declaration to that effect should be submitted along with the technical bid. On a later date if self-declaration is found to be void it may entail disqualification of the bidding firm.
- O. Please provide the names of the client banks with proof for supply of DC Firewall. The Bank may consider other customers also but preference and weightage will be given to BSFI segment.
- P. The vendor should have extensive knowledge and experience (minimum of Ten (10) years) in the field of supply, installation and configuration, migration of High-end Firewalls used in large applications at DC and DR sites.
- Q. The successful vendor will have to commit qualified and experienced personnel during the duration of the Project i.e. warrantee and AMC period.
- R. Vendor must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. MSC Bank reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of MSC Bank in this regard shall be final, conclusive and binding on the vendor.
- S. The DD/NEFT details for obtaining the tender document is to be submitted in a separate envelop and not along with Technical bid or Commercial bid.

4.2 FORMAT FOR TECHNICAL OFFER/TECHNICAL BID

- A. The Technical offer must be made in an organized, structured and neat manner and shall be spiral bound. Booklet / Brochures/ leaflets / Bill of Material etc. should not be submitted in loose form.
- B. Vendor must ensure that all the documents are sealed and signed by the authorized signatory.
- C. The printed copy of Technical bid proposal as given in **Annexure – A to Annexure D**, neatly typed on the letterhead of the vendor company, duly filled in, signed by authorized signatory and complete in all respect including annexure for detailed specifications of equipment's to be supplied etc. as directed.
- D. Other documents to be submitted in the Technical offer are:-
 - a) Index
 - b) Copies of vendor related documents
 - i. Vendor Registration Certificate of relevant authority.
 - ii. Sales Tax Registration Certificate, TAN No. /TIN No.
 - iii. LBT Registration Certificate.
 - iv. GST Registration Certificate.
 - v. Audited Balance Sheet and Profit and Loss for past three years.
 - vi. IT Returns of last three years.
 - vii. Partners of leading multinational Networking devices.
 - c) Profile, Infrastructure of vendor / Partners, Establishment location – Branches, support and development centers etc.
 - d) Technical Documentation (Product Brochures, leaflets, manuals etc.).
 - e) Valid Bank Draft (Must submit in technical bid only) or RTGS / NEFT account no 0002116450000079 (IFS Code – MSCIO082002, title of account – “EMD for Purchase of Hardware”) as EMD.
 - f) Detailed Delivery Schedule for supply of Firewall.
 - g) Tentative briefing about the team to be deployed: number, qualifications etc.
 - h) List of customers and services provided. Please attach proofs of the same.
 - i) All Claims made by the vendor will have to be backed by documentary evidence. In case the same is found to be lacking in terms of the claims made, the vendor is liable to disqualification. MSC Bank may request the vendor to demonstrate all the technical functionalities and features (mentioned as ‘compliant’ in the vendor’s technical bid) at the MSCB’s discretion. Vendors who cannot show a feature or demonstrate functionality (mentioned as ‘compliant’ in the vendor’s technical bid) will be disqualified
- E. A soft copy (Word/Excel/Power Point) of the entire Technical Bid document along with the Bill of Material (BOM) should also be submitted **on a DVD/ CD / Pen Drive in the same sealed envelope** along with the hard copy of the Technical Offer excluding Commercial Information.
- F. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the MSC Bank.

4.3 FORMAT FOR COMMERCIAL OFFER

- A. Rates should be quoted in Indian Rupees (INR) only.
- B. The taxes shall be quoted in a separate column as given in the **Annexure E**.
- C. The Commercial offer must not contradict the technical offer in any way.
- D. The suggested format for submission of Commercial offer/Commercial bid is as follows:
 - 1) Index
 - 2) A detail Rate Schedule (as per **Annexure E**).
 - 3) The commercial offer must contain all price information, including comprehensive AMC details. (as per **Annexure F**)
 - 4) A Written statement by the authorized signatory that the vendor agrees to the payment schedule & penalties as mentioned in the Chapter 8C Schedule of Payment & 8G penalties.
- E. A soft copy (Word/Excel/Power Point) of the entire Technical Bid document should also be submitted **on a DVD/ CD / Pen Drive in the same sealed envelope (excluding commercial offer)** along with the Hard Copy of the Technical Offer.
- F. The specifications of the Firewall are mentioned in **Annexure B**.

4.4 TWO BID SYSTEM

- A. The offer should be submitted in two (2) separate envelopes and later in one common envelope. The details thereof are as follows:
 - 1) **ENVELOPE-I (Technical Offer):**
 - The Technical Offer (TO) should be completed and complied with in all respects and contains all information/ documents asked for, except commercial offer.
 - The TO should be in strict adherence to the chapter **4.2** and shall include all items as asked for in it.
 - It is mandatory to submit technical details in the prescribed format (**Annexure B**) duly filled in along with the offer.
 - The TO should not contain any commercial offer information.
 - MSC Bank, at its sole discretion, may not evaluate a TO in case of non-submission or partial submission of technical details however technical scrutiny will be performed by adhering the procedure mentioned in the chapter 5 "Evaluation Criteria & Process" of this tender document.
 - A separate envelope containing DD/Pay-order as Earnest Money Deposit in adherence to the chapter 4.2.e of this tender document.
 - 2) **ENVELOPE-II (Commercial Offer):**
 - The Commercial Offer (CO) should give all relevant price information and should not contradict the TO in any manner.
 - The CO should be in strict adherence to the **Chapter 4.3** and shall include all items as asked for in it.

- CO should be given strictly in the format given as **Annexure E** of the Tender
- B. The Details such as Name, Address and Contact Numbers of the authorized person representing the vendor must be written on all two envelopes.
- C. CD / DVD / Pen Drive containing the soft copies of the documents (excluding commercial offer) shall be placed in the respective envelopes.
- D. All two envelopes should be properly sealed.

4.5 GENERAL TERMS & CONDITIONS

- A. The tender document cannot be resold and / or transferred / assigned. If the same is done, tender documents are liable to be summarily rejected by the MSC Bank. Any decision of MSC Bank in this regard shall be final, conclusive and binding on the vendor.
- B. No changes should be made in this tender document. Vendor has a liberty to quote separately for new technical solutions or specifications wherever it is necessary other than general specifications.
- C. The products/services offered should strictly conform to the specifications given in the product literature. The technology proposed/marked for withdrawal from the market or under quality testing should not be offered.
- D. Commercial offers of those bidders will not be processed who are not qualified in the technical scrutiny as laid down in chapter 5.2.
- E. The price quoted by the vendor shall be inclusive of all taxes (tax details such as rate & amount to be elaborated for each item) along with supportive documents to the MSC Bank. However actual tax enforcement at the time of delivery of Firewall shall apply.
- F. In case of technically qualified bidders with lowest overall price quote, the Bank reserves the right to request the lowest / qualified bidder to match the product wise lowest price of other vendors.
- G. Vendor should ensure efficient and effective & timely supply of Firewall at DC / DR sites as well as to ensure smooth operations of the complete system during the entire project life, the prospective vendor will be required to work in collaboration from the beginning of the project with the MSC Bank appointed Information Technology Consultant and System Integrators.
- H. The vendor shall be responsible for the complete successful migration of existing DC to new DC.
- I. **EARNEST MONEY DEPOSIT**
 - i. Vendor shall furnish, as part of its bid, EMD of Rs 2.50000/- (Two Lakh fifty thousand Rupees only) in the form of Demand Draft from any Scheduled bank drawn in favor of **THE MSC BANK LTD**, payable at **Mumbai** or through RTGS / NEFT

account no **0002116450000079** (IFS Code – MSC10082002, title of account – “EMD for Purchase of Hardware”).

- ii. Unsuccessful vendor’s EMD will be discharged within thirty (30) days from the Tender Award date.
- iii. No interest will be payable on EMD.
- iv. Tender made without paying EMD will be rejected. (Any decision of MSC Bank in this regard shall be final, conclusive and binding on the vendor.)
- v. **EMD may be forfeited:**
 - If the vendor withdraws its bid during the period of bid validity.
 - If vendor makes any statement or encloses any information which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
 - In case of the successful vendor, if the vendor fails:
 - ✓ To sign the contract in the form and manner to the satisfaction of the MSC Bank
 - ✓ To furnish performance security in the form and manner to the satisfaction of the MSC Bank
 - In case the successful vendor complies with the requirement mentioned above, EMD will be returned within 60 days of compliance thereof or signing of required SLA etc.

J. PRE BID MEETING:

There will be a pre-bid meeting with all the vendors, to address any queries in connection with the tender document. It is essential that all clarifications / queries to be submitted to the MSC Bank before the pre-bid date or the date specified for this purpose by email to: mscb.itd@mscbank.com.

K. PERIOD OF VALIDITY OF BID:

- 1) **Validity Period:** Bids shall remain valid for Sixty (60) days after the date of opening of commercial offer as prescribed by MSC Bank.
- 2) **Extension of Period of Validity:** Under exceptional circumstances, the MSC Bank may solicit the vendor’s consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the vendor should be unconditional and irrevocable. EMD provided shall also be suitably retained further. A vendor may refuse the request without forfeiting the EMD. A vendor granted the request, will not be permitted to modify the commercial offer. The decision of MSC Bank in this behalf will be final, conclusive and binding on the vendor.

L. MODIFICATION AND WITHDRAWAL OF OFFERS/BID:

Vendor may modify or withdraw its bid/offer after its submission, provided that written notice of the modification or withdrawal is received by the MSC Bank prior to the closing date and time prescribed for submission of tender document. No offer can be modified

or withdrawn by the vendor, subsequent to the closing date and time for submission of tender document.

M. PRELIMINARY SCRUTINY:

MSC Bank will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, (whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.) as per procedure mentioned in the chapter 5 and also mentioned in the appropriate chapters of this tender document.

N. CLARIFICATION OF OFFERS/BIDS:

To assist in the scrutiny, evaluation and comparison of offers/bids, the MSC Bank may, at its sole discretion, ask some or all vendor for clarification of their offer/bid wherever required. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the MSC Bank in this regard shall be final, conclusive and binding on the vendor.

O. SIGNING OF THE BID:

The bid shall be signed by a person or persons duly authorized by the vendor with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

P. ERASURES OR ALTERATIONS:

The offers/bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer/bid. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. MSC Bank may treat offers/bids not adhering to these guidelines as unacceptable. The bid form and the documents attached to it shall not be detached or removed one from the other and no alteration (s) or mutilation (s) (other than filling in all the blank spaces) shall be made in any of the bid documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected forthwith. Any decision in this regard by MSC Bank shall be final, conclusive and binding on the vendor.

Q. COST OF PREPARATION & SUBMISSION OF BID:

The vendor shall bear all costs for the preparation and submission of the bid. MSC Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

R. ARITHMETICAL ERRORS:

MSC Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which MSC Bank considers appropriate or deem fit. Any adjustments so made by the MSC Bank shall be stated to the vendor, if MSC Bank makes an offer to accept his

bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of MSC Bank and be final, conclusive and binding on the vendor.

S. LANGUAGE:

The bid prepared by the vendor, as well as all correspondence and documents relating to the bid exchanged by the vendor and MSC Bank and supporting documents and printed literature shall be in English.

T. BID REJECTION CRITERIA:

The bid(s) will be rejected in case of any one or more of the following conditions:

- i. Bids are not substantive and not in strict compliance with the pro-forma given in this document.
- ii. Bids are not made in compliance with the procedure mentioned in this document.
- iii. Failure on part of the vendor to provide appropriate information as required in the bid proposal or any additional information as requested by the Bank including any supporting document.
- iv. Incomplete or conditional bids or partly quoted bids or bids that do not fulfill all or any of the conditions as specified in this document.
- v. The submission of more than one bid under different names by one vendor is not acceptable. If the same is found at any stage, all the bids by that vendor and related partners will be rejected.
- vi. Material inconsistencies in the information submitted.
- vii. Misrepresentations in the bid proposal or any supporting documentation.
- viii. Bid proposal received after the last date, time and submission mode specified in this document.
- ix. Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and alterations made by over writing /scratching in the bids.
- x. Bids containing erasures or overwriting except as necessary to correct typographical errors made by the vendor, in which case such corrections shall be authenticated by the person or persons signing the bid.
- xi. Any threat or communication to the bank officials or Consultant for marketing of any vendor name.

U. DISCLAIMERS AND EXCLUSIVE RIGHTS OF THE MSC BANK :

- 1) Any decision as to compliance of the terms and conditions of the tender document and on rejection of any tender document or any part thereof shall be at the sole discretion of MSC Bank and shall be final, conclusive and binding on the vendor.
- 2) At any time, up to the last date of receipt of Bids, the MSC Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the Tender Document by an amendment. All such amendments shall be binding on the entire vendor. The bank shall inform such amendments to all the vendors only by e-mail on the PROVIDED Email ID by the vendor.

In order to afford prospective vendor reasonable time to take the amendment into account in preparing their Bids, the Bank may, at its discretion, extend the last date for the receipt of Bids and date of opening the bids which shall be conveyed to all the vendor only by e-mail on the PROVIDED Email ID by the vendor.

- 3) MSC Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons thereof. Any decision of MSC Bank in this regard shall be final, conclusive and binding on the vendor.
- 4) MSC Bank reserves the right to re-issue the tender and or any part thereof without assigning any reason whatsoever, at the sole discretion of MSC Bank. Any decision in this regard shall be final, conclusive and binding on the vendor.
- 5) MSC bank reserves the right to give negative marks or disqualify in case if bank noticed the pricing quoted purposely low to get the tender award. In such situation bank may compare, evaluate the pricing quoted by the other vendors and arrived at appropriate decision for maintaining the banks interest by selecting the qualified vendor.
- 6) MSC Bank reserves the right to accept or reject any bid in part/full or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the ground for its action. Any decision of the Bank in this regard shall be final, conclusive and binding on the vendor.
- 7) MSC Bank reserve the right, not an obligation, to carry out the capability assessment of the vendor (with the help of outside agency, if required) and pre dispatch inspections at the cost of the vendor. The Bank's decision shall be final in this regard.
- 8) MSC Bank reserves a right to give minor deviations to any / the entire vendor in the techno-commercial specifications of bid. Any decision of the Bank in this regard shall be final and shall be binding on the vendor.
- 9) In case, any difference of opinion between vendor and the Bank about any term / clause / condition, the interpretation of the Bank shall be final and conclusive.
- 10) **RIGHT TO ALTER QUANTITIES:** The Bank reserves the right to issue Purchase Order in phases or to alter the quantities/brand/product specified in the offer. The Bank also reserves the right to delete one or more items from the list of items specified in offer. Any decision of the Bank in this regard shall be final, conclusive and binding on the vendor without any recourse.
- 11) **NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID:** MSC Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. MSC Bank has the right to re-issue tender/bid. MSC Bank

Tender for purchase of Firewall

reserves the right to make any changes in the terms and conditions of purchase that will be informed to all vendors. MSC Bank will not be obliged to meet and discuss with any vendor, and/or to listen to any representations once their offer/bid is rejected. Any decision of MSC Bank in this regard shall be final, conclusive and binding on the vendor without any recourse.

12) Repeat Order: The MSC Bank reserves right to place a repeat order on the vendor under the same price, terms and conditions within a period of One year from the date of acceptance and installation of Firewall.

5. EVALUATION CRITERIA AND PROCESS

Vendor evaluation and selection would be done based on a comprehensive Techno Commercial Evaluation.

A Short-listing of vendor

1. The criteria of successful bidder for selection shall be as below:
 - i. **Technical Bid: 70%**
 - ii. **Commercial Bid : 30%**

2. Technical evaluation :

MSC Bank will prepare a short-list of technically qualified vendors who scores minimum, 75 marks out of 100 marks in technical scrutiny. Commercial offers of only those vendors who's score will be more than 75 marks in technical scrutiny will be qualified for commercial bid opening.

2.1 The marks for Technical Evaluation would be as follows:

Sr. No	Evaluation Criteria	Max Marks	Marks to be awarded
A	Experience	15	
i	Less than 10 Years		0
ii	For 10 years to 12 years		10
iii	For 12 years to 15 years		12
iv	For more than 15 years		15
B	Manufacturer's / Authorized Dealers and Dealers Authorization	10	10
C	Organization related (Average annual turnover (sales) through IT products during last 3 years)	10	
i	Up to Rs. 30 Cr.		3
ii	Upto Rs. 30.00 Cr. To Rs. 50.00 Cr.		6
iii	Above Rs. 50.00 Cr. Above Cr.		10
D	Supply & Installation		
ii	Firewalls (No. of Clients)	10	
a	3 to 6		3
b	7 to 10		6
c	More than 10		10
E	Customer Feedback 2 marks per client (max 10 marks)	10	
i	Feedback certificates from a client being served for DC/DR with minimum 5 firewalls		2 marks per client (max 10 marks)

F	Presence In Maharashtra	5	
i	Support office in Mumbai (DC)		5 marks
H	Presentation <ul style="list-style-type: none"> • Solution Design • Company Profile • DC/ DR Experience • Migration Approach • Implementation Methodology The copy of the presentation is to be submitted along with the Bid Document	40	
	Grand Total	100	

3. Commercial evaluation :

In this lowest bidder shall be allotted maximum 100 marks and accordingly other bidders will be allotted marks in proportion to the lowest bidder.

4 Evaluation of Commercial Bid

The Commercial Bids of RFPs quoted against 1 of Annexure E will be considered. Accordingly, the total cost of the Bid will be arranged in descending order.

5 Financial score of Bids –

Bidders shall be ranked as per the computed amount of bid in accordance with 5 above. Technically Qualified Bidder quoting lowest financial bid will be given 100 marks for his financial bid and to any other bidder, marks for financial bids would be calculated as under

$$\text{Financial Score} \quad : \quad 100 \times X / Y$$

Where

X = Price of lowest responsive bidder

Y = Price quoted by concerned responsive bidder

6. Selection of Successful Bidder and issuance of LOA

The financial bids would carry a weightage of 100% (as calculated under 6).

The Total score of each bidder will be arrived at by as under.

Total score = (0.70 * Technical Score + 0.30 * Financial Score)

After the proposals have been received and studied, one or more potential vendors may be requested to make a formal presentation with wire diagram or prototype to Bank. All

information supplied by the vendor in such a presentation, either as general information or in answer to a specific question by Bank, shall be considered binding on the vendor; and will be summarized in writing by the vendor and made part of the vendor's proposal.

- a. The commercial bid shall be opened only for technically shortlisted vendors.
- b. The Bank reserves the right to contact any vendor, Client/Bank for clarification or information submitted, to contact current and past customers of the vendor and to use other sources of obtaining information regarding the vendor, which may be deemed appropriate and would assist in the evaluation
- c. Bank reserves the right to determine selection process. The Bank in its best interest also reserves the right to reject/modify the proposed product/solution even after short listing.
- d. Vendor, in their proposal, must address any exceptions or alternate offerings to this tender if any. The Bank has attempted to provide information herein to assist Vendor to respond properly to this tender. However, it is not intended to limit a proposal's content or to exclude any relevant or essential data there from. Bank reserves the sole right to determine what is considered to be "equivalent" or "equal".

B. Statutory Requirements and Right of inspection by RBI

The Contract will be executed by abiding laws and the directives, instructions, guidelines issued by the Regulators and competent authority from time to time. During the tenure of the Contract nothing shall be done by the vendor in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep the MSC Bank indemnified in this regard.

6. SCOPE OF THE ENTIRE PROJECT

The Vendor has to submit his offer. The vendor is expected to supply, install and commission service, maintain and migrate from current Firewall to new services as per the technical specifications of the Firewall given separately for the MSC Bank, at its Data Center at Fort, Mumbai, on a comprehensive onsite warranty for 5 years.

The specifications of the Firewalls are mentioned in Annexure B. The vendors must quote the MNC brand Firewalls for the DC.

7. STEPS INVOLVED IN THE PROJECT

- **INITIATION:**

The Bank's expected plan of action to handle the project includes

1. For Supply, Installation, Configuration, Implementation and Servicing of Firewall etc.
2. Manufacturer Warranty for 5 years from successful installation User Manual or Operation Manuals for supplied Firewall.

- **RESPONSIBILITIES OF SELECTED VENDOR**

1. Vendors support to Bank during the project cycle of 5 years for Supply, Installation, and Configuration, interfacing, Implementation and Servicing of Firewalls.
2. It is totally OEM's responsibility to install firewalls.

- **Warranty:**

The offer must include a minimum comprehensive onsite Manufacturer's warranty of Five years from the date of successful installation and acceptance of the Firewalls by the MSC Bank. **The warranty of Five years should include Hardware and subscription for all components.**

Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality workmanship and subscription of all equipment accessories etc. covered by the tender. Vendor must warrant all equipment's, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the systems and repair / replace at the installed site, at no charge to the MSC Bank, all defective components within definite time to not to hamper continuity of the Banks business to minimize downtime.

Warranty should not become void if the MSC Bank buys any other supplemental equipments from a third party and installs it with / or within these machines. However, the warranty will not apply to such third party items installed by the MSC Bank.

- **MANUALS AND DOCUMENTS:**

- a) The vendor should provide System Administration manuals, User/ Operational manuals and all related manuals which shall be used by Bank.
- b) All installation and configuration reports in desired formats, documents, diagrams etc. are to be supplied before commissioning / installation of each equipment being supplied.

- **TIME PERIOD FOR COMPLETION**

- a) The time line for completion of the project shall be maximum 8 weeks from the date of issue of purchase order and further can be mutually decided with the selected vendor with sufficient reasons for extending the time line.

- b)** The project will be deemed complete only when all the solutions and items as per the contract are delivered in good condition, installed, implemented along with the associated documentation and training provided to Bank's employees; as per the requirements of the contract executed between the Bank and the vendor. After the successful installation/implementation of the solutions, a User Acceptance Test Report and Business User Test Report will be released by the Bank which is a precondition for the release of payment to the vendor.
- c)** The delivery period would be within 8 weeks from the date of PO.

G. SECURITY AND COMPLIANCES:

- a)** The vendor shall ensure that the entire IT infrastructure to be provided in response to this tender shall be in conformity with the requirements of applicable provisions of Information Technology Act, 2000 and related amendments to the act, Reserve Bank of India guidelines and other statutory and regulatory authorities.
- b)** The vendor shall assist the Bank in planning for security and related authorization, registration, and audit capabilities. This includes authentication capability (access rights and passwords), logon administration and synchronization across servers and applications, and support for required security classifications.
- c)** Vendor shall use the system access granted by the Bank only to the extent necessary to perform the Services.
- d)** Vendor shall notify the Bank of any security violations & license requirement / action required from the Bank.
- e)** Vendor shall agree not to share, leak, copy, reproduce, sell or damage or use the Bank's data to anywhere other than notifying Bank in writing having written approval from Bank Authority. In case of such experiences during the implementation or after the post implementation in future, the contract will be terminated with immediate effect by issuing notice in writing.

8. POST SELECTION INSTRUCTIONS AND TERMS & CONDITIONS

A. RESPONSIBILITIES OF SELECTED VENDOR:

- 1) The vendor shall undertake and complete the project as per the given Project Plan.
- 2) The vendor must provide details of the installation, migration, configuration, support and maintenance to be given to the Bank.
- 3) The vendor shall maintain the infrastructure provided by the Bank for the implementation and operation of the project and allied services.

B. RESPONSIBILITIES OF THE BANK:

- 1) The Bank shall provide space / infrastructure, related equipment and components etc. On day to day basis the officials of the Bank shall assist engineers deputed by the vendor for the job in their capacity.
- 2) The Bank will provide the updated data for Firewall from time to time.

C. SCHEDULE OF PAYMENT :

The generic payment schedule with the finalized vendor shall be as follows:

1. 60% of the order value will be paid on Delivery of the Firewall.
2. 30% of the order value will be paid on completing successful installation and commissioning and acceptance of equipment's ordered. The MSC Bank will make this payment against the acceptance of the installations.
3. 10% will be paid against a performance bank guarantee (as per the format prescribed by the MSC Bank) for the Firewall value, valid for three years warranty period.
4. Bank reserves the rights to withheld payment if the vendor fails to comply with the tender terms & conditions & adhere to the time line mentioned in the appropriate chapter of the tender document.

D. RATES

The rates quoted shall remain firm throughout the period of contract and this contract will remain valid up to the date of completion of the job by the vendor and shall not be subject to any upward modification whatsoever.

E. TAXES AND DUTIES

The applicable taxes should be mentioned separately and shall have to be included separately in the invoices by the selected vendor.

Variation (+/-) in rate of tax if any will be on the Banks accounts.

F. PERFORMANCE GUARANTEE:

The selected vendor shall furnish unconditional and irrevocable Bank Guarantee for 10% of the order value, for a period of 5 years in favor of MSC Bank, from a scheduled commercial bank acceptable to MSC Bank towards due performance of the contract in accordance with the specifications and conditions of the bid document mentioned in paragraph C.(3) above.

The vendor shall submit the above guarantee within 60 days from the effective date (the date of acceptance of the order). The contract performance guarantee shall be kept valid for Five years till the completion of the Guarantee/Warranty period. The guarantee should have additional claim period of three months after expiry of guarantee.

G. PENALTIES:

For any delay in installation and commissioning of the Firewall within specified schedule, the MSC Bank will charge penalty @ 0.5% of the order value per week or part thereof, subject to maximum of 5%.

Vendor must repair any equipment that is reported to be down within next 24 Hrs. from the time of reporting. In case vendor fails to meet the above standards of maintenance, there will be a penalty as specified in the table as under:

Sr. No.	Name of Component	Amount in Rs.
1	Firewall	5,000/-

The original machine should replace the temporary substitute machine or equipment duly repaired within a week's time, failing which the above penalty will be imposed for the number of days exceeding one week.

H. INSURANCE:

The Bank will not pay for any insurance charges against loss or damage of whatsoever nature in respect of Firewalls, employee of the vendor or third party contract working for the vendor. The vendor shall be responsible for the same and expectation of providing required insurance is necessity whenever and wherever required.

I. FORCE MAJEURE DURING THE PENDENCY:

Force Majeure is herein defined as any cause, which is beyond the control of the selected vendor or MSC Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The vendor or MSC Bank shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality and dispute resolution mechanism survive termination of the contract.

J. CONFIDENTIALITY

Vendor agrees that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. Vendor also agrees:

1. To maintain and use the Information only for the purposes of the Contract/ Agreement and only as permitted by MSC Bank;
2. To only make copies as specifically authorized by the prior written consent of MSC Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause
4. To treat all Information as confidential.

Confidential Information does not include information which:

1. Vendor knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
2. Is independently developed by the vendor without breach of the Contract/Agreement ;
3. Information in the public domain as a matter of law;
4. Is received from a third party not subject to the obligation of confidentiality with respect to such information;
5. Is released from confidentiality with the written consent of the MSC Bank.

Vendor shall have the burden of proving that Clauses (1) or (2) above are applicable to the information in the possession of the vendor.

Notwithstanding the foregoing, the vendor acknowledge that the nature of the Service(s) to be performed under the Contract/Agreement may require the vendor's personnel to be present on premises of MSC Bank /Purchaser or may require the vendor's personnel to have access to computer networks of MSC Bank while on or off premises of MSC Bank. It is understood that it would be impractical for MSC Bank to monitor all information made available to the vendor under such circumstances and to provide notice to the vendor of the confidentiality of all such information. Therefore, the vendor agrees that any technical or business or other information of the vendor that the vendor's personnel, or agents acquire while on the MSC Bank 's premises, or through access to MSC Bank 's computer systems or

databases while on or off MSC Bank 's premises, shall be deemed Confidential Information. Confidential Information shall at all times remain the sole and exclusive property of MSC Bank. Upon termination of the Contract /Agreement, Confidential Information shall be returned to MSC Bank or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of MSC Bank and the vendor. Nothing contained herein shall in any manner impair rights of MSC Bank in respect of the Service(s), and Documents, etc.

In the event that MSC Bank hereto becomes legally compelled to disclose any Confidential Information, the vendor shall disclose to a third party any Confidential Information without the prior written consent of MSC Bank. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care.

The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

K. TERMINATION OF CONTRACT

The Bank shall be entitled to terminate the agreement with the vendor at any time by giving 30 days (Thirty days) written notice in advance to the vendor.

L. EFFECT OF TERMINATION

- a. Vendor agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment
- b. Vendor agrees that after completion of the term or upon earlier termination of the assignment the vendor shall, if required by the bank continue to provide maintenance services to the Bank at no less favorable terms than those contained in this tender

M. Ownership and Retention of Documents

- a. MSC Bank shall own the documents, prepared by or for the vendor arising out of or in connection with the Contract.
- b. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by MSC Bank, the vendor/ shall deliver to MSC Bank all documents provided by or originating from MSC Bank / Purchaser and all documents produced by or from or for the vendor in the course of performing the Service(s), unless otherwise directed in writing by MSC Bank at no additional cost.
- c. Vendor shall not, without the prior written consent of MSC Bank / Purchaser store, copy, distribute or retain any such Documents. Vendor shall preserve all documents provided by or originating from MSC Bank /Purchaser and all documents produced by or from or for the vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of MSC Bank / Purchaser in this regards.

N. ARBITRATION

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by the bank. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the

Arbitration and Conciliation Act or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Bank's head office located in Mumbai in Maharashtra state.

O. JURISDICTION OF COURTS

Vendor will abide by all applicable Indian laws and regulations and will obtain (or demonstrate current possession of) any and all permits, licenses, certifications or other approvals that may be required and/ or appropriate for performing services hereunder. The laws of India will govern any agreement resulting from this tender. In all matters and disputes arising there under, the appropriate Courts at Mumbai in Maharashtra state only shall have the jurisdiction to entertain and try them.

P. REPRESENTATIONS AND WARRANTIES

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

1. That the vendor/ has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the Service(s) sought by MSC Bank / Purchaser.
2. That the vendor is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) under the Contract/Agreement.
3. That the representations made by the vendor in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless MSC Bank / Purchaser specifies to the contrary, the vendor shall be bound by all the terms of the bid.
4. That the vendor has the professional skills, personnel and resources/ authorizations that are necessary for providing all such Services as are necessary to perform its obligations under the bid and this Contract/Agreement.
5. That the vendor shall ensure that all assets including but not limited to software, licenses, Databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
6. That the vendor shall use such assets of MSC Bank as the Bank may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract. The vendor shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
7. That the vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various software, for Firewall to be supplied and any copyrighted process/product free from all time claims, titles, interests and liens thereon and shall keep MSC Bank indemnified in relation thereto.

8. That all the representations and warranties as have been made by the vendor with respect to its bid are true and correct, and shall continue to remain true and Applicable only in case vendor is a vendor within the meaning of Companies Act, 1956 correct through the term of the Contract.
9. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
10. That the vendor has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
11. That all conditions precedent under the Contract has been complied.
12. That neither the execution and delivery by the vendor of the Contract nor the vendor's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the vendor or (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the vendor.
13. That all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the vendor which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
14. That the vendor confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of MSC Bank, which may directly or indirectly have a bearing on the Contract or Service(s).
15. That the vendor owns, has license to use or otherwise has the right to use all Intellectual Property Rights, which are required or desirable for the Service(s) and the vendor does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the vendor or which the vendor is licensed to use, which are material in the context of the vendor's business and operations are being infringed nor, so far as the vendor is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the vendor by any person.
16. All Intellectual Property Rights (owned by the vendor or which the vendor is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep MSC Bank /Purchaser, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

Q. CANCELLATION OF THE CONTRACT & COMPENSATION

MSC Bank reserves the right to cancel the contract placed on the selected vendor and recover expenditure incurred by MSC Bank under the following circumstances: -

1. Vendor commits a breach of any of the terms and conditions of the bid.
2. Vendor goes into liquidation, voluntarily or otherwise.
3. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
4. The progress regarding execution of the order accepted, made by the selected vendor is found to be unsatisfactory.
5. If deductions on account of liquidated damages exceeds more than 5% of the total contract price.
6. If uptime is less than 98% during warranty of Firewall.
7. In case the selected vendor fails to deliver the quantity as stipulated in the delivery schedule of 6 weeks, MSC Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected vendor.
8. After the award of the contract, if the selected vendor does not perform satisfactorily or delays execution of the contract, MSC Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected vendor is bound to make good the additional expenditure, which MSC Bank may have to incur in executing the balance contract. This clause is applicable even if for any reason, the contract is cancelled.
9. MSC Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking the bank guarantee under this contract.

R. LIQUIDATED DAMAGES

Notwithstanding MSC Bank 's right to cancel the order, liquidated damages at 0.5% of the system value per site per week will be charged for every week's delay in the execution of the purchase order beyond the specified delivery/installation schedule subject to a maximum of 5% of the value of the systems ordered. MSC Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by MSC Bank to the vendor. Liquidated damages will be calculated per week on per site basis.

Annexure – A
Offer Covering Letter

To,

The Maharashtra State Co-operative Bank Ltd (MSC BANK)
Sir Vithaldas Thackersey Memorial Building,
9 Maharashtra Chamber of Commerce Lane, Fort Mumbai 400001.

Dear Sir,

Sub : For Supply, Installation, Configuration, Implementation, Migration and Servicing of Firewalls for Data center

We have examined the Tender and we offer to for Supply, Installation, Configuration, Implementation and Servicing of Firewalls as per the terms and conditions and technical specifications spelt out, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer/bid.

We agree to abide by this offer till expiry of the period of validity of our offer and our offer shall remain binding upon us and may be accepted by MSC BANK any time before the expiry of that period.

We agree to abide by providing warrantee for five years from the date of supply of Firewalls.

Until a formal contract is prepared and executed, this offer, together with MSC BANK's written acceptance thereof and MSC BANK's notification of award shall constitute a final, conclusive and binding contract between us.

We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information/data/particulars proving to be incorrect, MSC BANK will have the right to disqualify us from the bid.

We understand that MSC BANK may reject any or all of the offers without assigning any reason whatsoever. Any decision of MSC BANK in this regard shall be final, conclusive and binding on us.

The above arrangement is binding on our successors and assigns. We agree not to assign these provisions / presents without prior written approval of MSC BANK.

Yours faithfully,

(Name and Designation)

For and on behalf of _____

Pl. furnish the corporate authorization on letterhead.

Technical Bid

Note: This bill of material must be attached in Technical Offer/Technical Bid as well as Commercial Offer/Commercial bid. The format will be identical for both technical and commercial offers/bids, except that **the technical offer should not contain any price information**. Technical offers/bids without the detail (including make, model and detail technical specs) bill of material will be liable for rejection forthwith.

Vendor must take care in filling price information in the commercial offer/commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

1. Perimeter Firewall

Sr.No	Features Description	Compliance (Yes/No)	Vendor 's Remarks
1	The proposed firewall vendor must be in Leader's quadrant of Gartner Enterprise Firewall report of 2018		
2	The Firewall should be Hardware based, Reliable, purpose-built security appliance with hardened operating system supporting State full policy inspection technology.		
3	Firewall appliance should have at least 10 x 1GE RJ45 GE, 2 x 1GE SFP interfaces & 2 x 10GE SFP+ ports from day one. All these interfaces should be available simultaneously.		
4	Firewall Throughput should be at least 30 Gbps		
5	Threat Prevention (including FW, IPS, Application Control & Antivirus) throughput must be at least 4.5 Gbps with enterprise MIX traffic		
6	Firewall should have IPsec VPN throughput of at least 15 Gbps		
7	Firewall should support 1000 site-to-site VPN Tunnels.		
8	Firewall should support more than 250,000 new sessions per second		
9	Firewall should support at least 6 Million concurrent sessions		
10	Firewall should not introduce more than 10 microsecond latency. Vendor's claim must be available in publicly available documents like datasheet, admin guide etc,		
11	The Firewall solution should support NAT64, DNS64, DNS6 & DHCPv6		
12	The proposed system should be able to operate in Transparent (Access) mode and NAT/Route mode simultaneously without creating virtual context or virtual firewall		
13	The physical interface should be capable of link aggregation as per IEEE 802.3ad standard, allowing the grouping of interfaces into a larger bandwidth 'trunk'. It should also allow for high availability (HA) by automatically redirecting traffic from a failed link in a trunk to the remaining links in that trunk.		
14	The proposed system should have integrated Traffic Shaping functionality.		
15	The proposed solution should support Virtualization (Virtual Firewall, Security zones and VLAN) with minimum 10 Virtual Firewall license.		
16	The Firewall & IPSEC VPN module should have ICASA or other equivalent Certification.		

Tender for purchase of Firewall

17	Should support IPSEC, PPTP, L2TP & SSL VPN		
18	The appliance should utilize inbuilt hardware VPN acceleration:		
	a) IPSEC (DES, 3DES, AES) encryption/decryption		
	b) SSL encryption/decryption (external device is accepted)		
19	The system should support 2 forms of site-to-site VPN configurations:		
	a) Route based IPsec tunnel		
	b) Policy based IPsec tunnel		
20	The system should support IPSEC site-to-site VPN and remote user VPN in transparent mode.		
21	The system should provide IPv6 IPsec feature to support for secure IPv6 traffic in an IPsec VPN.		
22	Solution must support at least 300 concurrent SSL VPN users from day one		
23	Firewall must have feature to audit its configuration and highlight if any gap exists in configuration. If firewall doesn't have this feature in-built, vendor has to propose 3rd party tool.		
Intrusion Prevention System			
1	The IPS capability of proposed OEM should have received NSS labs' "Recommendation" rating of NGIPS 2018 test report		
2	IPS throughput should be at least 5 Gbps or better for enterprise MIX or real-world traffic		
3	The IPS detection methodologies should consist of:		
	a) Signature based detection using real time updated database		
	b) Anomaly based detection that is based on thresholds		
4	The IPS should be able to inspect SSL sessions by decrypting the traffic		
5	The IPS system should have at least 11,000 signatures		
6	IPS Signatures should be updated in different ways: manually, via pull or push technology. Administrator should schedule to check for new updates or if the device has a public IP address, updates can be pushed to the device each time an update is available		
7	In event if IPS should cease to function, it should fail open by default and be configurable so that crucial network traffic should not be blocked and Firewall should continue to operate while the IPS problem is being resolved		
8	IPS solution should have capability to protect against Denial of Service (DOS) and DDOS attacks. Should have flexibility to configure threshold values for each of the Anomaly. DOS and DDOS protection should be applied and attacks stopped before firewall policy look-ups.		
9	IPS signatures should have a configurable actions like terminate a TCP session by issuing TCP Reset packets to each end of the connection, or silently drop traffic in addition to sending an alert and logging the incident		
10	Signatures should have severity level defined to it so that the administrator can understand and decide which signatures to enable for what traffic (e.g. for severity level: high medium low)		
Application Control Features:			
1	The appliance should have at least 4000 or more application signatures database		
2	Should have the intelligence to identify & control of popular IM & P2P applications like KaZaa, Bit Torrent, Skype, You Tube, Facebook, LinkedIn etc.		

Tender for purchase of Firewall

3	Firewall must have capability to do Cloud application based routing not by means of manually adding IPs and or FQDNs i.e. firewall should have database of O365 readily available to select as destination address in firewall policy and destination address in static route configuration to give particular ISP path		
4	Firewall vendor must keep updating Application's backend FQDNs and IP addresses database on regular basis		
	Anti-virus and Anti-bot & Advance Persistent Threat Solution		
1	Should be able to block, allow or monitor only using AV signatures and file blocking based on per firewall policy based or based on firewall authenticated user groups for HTTP, SMTP, POP3, IMAP, FTP protocols & their encrypted versions		
2	Should be able to block or allow oversize file based on configurable thresholds for each protocol types and per firewall policy.		
3	Firewall must include Anti-bot capability using IP reputation DB, terminates botnet communication to C&C servers also. Vendor needs to add additional license if it is required.		
4	Firewall should have 30000+ botnet definitions in its database and should be updated on regular basis to protect from new definitions		
5	Antivirus module should be ICSA / NSS certified with "Recommendation" ratings in 2019 report		
6	OEM must have received "Recommendation" rating in NSS labs Breach Prevention System test of 2018		
7	The proposed solution should automatically detect and confirm multistage zero day malware and targeted attacks without prior knowledge of the malware by performing on premise sandboxing hardware or virtual appliance.		
8	The proposed solution should utilize a state-full attack analysis to detect the entire infection lifecycle, and trace the stage-by-stage analysis of an advanced attack, from system exploitation to outbound malware communication protocols leading to data exfiltration.		
9	Solution should be able to monitor & block encrypted traffic.		
10	The proposed solution should analyse advanced malware against a cross-matrix of different operating systems (at least Windows 8 and Windows 10) and various versions of pre-defined applications across at least 4 on-premise virtual machines and expandable to 8 machines in future if requires.		
11	The proposed Anti-APT solution should support SMB/NFS, HTTP, SMTP, FTP, IMAP, POP3 and their encrypted versions.		
12	The proposed Anti-APT solution should support In-line, out-of-path, sniffer deployment modes		
13	The proposed solution support File types : .7z, .ace, .apk, .arj, .bat, .bz2, .cab, .cmd, .dll, .doc, .docm, .docx, .dot, .dotm, .dotx, .exe, .gz, .htm, html, .htmnojs, .jar, .js, .kgb, .lnk, .lzh, .msi, .pdf, .pot, .potm, .potx, .ppam, .pps, .ppsm, .ppsx, .ppt, .pptm, .pptx, .ps1, .rar, .rtf, .sldm, .sldx, .swf, .tar, .tgz, .upx, url, .vbs, WEBLink, .wsf, .xlam, .xls, .xlsb, .xlsm, .xlsx, .xlt, .xltn, .xltx, .xz, .z, .zip		
14	Solution should scan embedded URLs inside document files of email attachment		
15	Sandboxing solution must support ICAP to integrate with solutions like Secure Web Gateway etc.		
16	Vendor also need to include 100 Endpoint agents license to integrate with proposed sandbox solution.		

Tender for purchase of Firewall

User Authentication			
1	The proposed solution shall be able to support various form of user Authentication methods simultaneously , including:		
2	Local Database entries		
3	LDAP server entries		
4	RADIUS server entries		
5	TACACS+ server entries		
6	Native Windows AD (Single sign on capability)		
7	Citrix Agent support for Single Sign On		
8	The solution shall be capable of providing Windows AD single sign-on by means of collector agents which broker between users when they log on to the AD domain and the device.		
9	System should also have capability to identify devices (ex. Android, IPhone, Windows etc.) & should be able to write policies on basis of device identity		
Data Leakage Prevention			
1	Firewall should have in-built DLP functionality without requiring any additional hardware or software license		
2	System should allow administrator to prevent sensitive data from leaving the network. Administrator should be able to define sensitive data patterns, and data matching these patterns that should be blocked and/or logged when passing through the unit.		
3	Proxy solution must detect, protect and log sensitive data travelling through HTTP and HTTPS channel's		
4	DLP feature must offer watermarking functionality which allows organizers to apply document marking for DLP.		
5	DLP actions should be : Log only, block, quarantine user/IP/Interface		
6	It should have DLP fingerprinting feature which generates a checksum fingerprint from intercepted files and compare it to those in the fingerprint database.		
High Availability			
1	System should have built-in high availability (HA) features without extra cost/license or hardware component		
2	Should support state full session maintenance in the event of a fail-over to a standby unit.		
3	Firewall in HA should support seamless upgradation activity for all major and minor versions		
4	High Availability feature must be supported for either NAT/Route or Transparent mode		
5	Should support multiple heartbeat links		
6	High Availability Configurations should support Active/Active, Active/ Passive & Clustering		
Logging and Reporting			
1	Solution must include separate dedicated logging and reporting hardware to store logs and report		
2	Any changes or commands issued by an authenticated user should be logged to a database of the system		
3	Traffic reports : availability, bandwidth usage per access circuit, bandwidth usage per application, QoS per access circuit etc.		
4	Logs should also show per user statistics which must include sent/receive bytes, no. of sessions, threat score, bandwidth usage, sent/receive packets & source IP or user, destination country detail		
5	Firewall must send mail or SNMP traps to Network Management Servers (NMS) in response to system failures or threshold violations of the health attributes.		

Tender for purchase of Firewall

6	It should show real-time traffic statistics		
7	Logging and reporting tool must correlate different types of logs and highlight if any machine in network is compromise or infected with bot, malware etc.		
8	Logging and Reporting should have capacity of accepting at least 2,000 logs/sec and 4 TB storage capacity		

2. Web Application Firewall			
Sr. No.	Minimum Requirement Description	Compliance (Yes / No)	Deviations / Remarks
1	Web application firewall should be dedicated appliance based and provide specialized application threat protection.	Yes	
2	Proposed WAF should be part of Gartner's leaders or challengers quadrant and must be NSS / ICSA Certified as per latest report	Yes	
3	Should protect against application-level attacks targeted at web applications.	Yes	
4	The WAF appliance must have auto-learning functionality	Yes	
5	It should protect from OWASP TOP 10 Vulnerabilities	Yes	
6	WAF must have in-built anti-defacement and anti-virus features	Yes	
7	It should have reverse proxy, offline detection and inline detection operation modes	Yes	
8	Should support at least 2,500 HTTP transactions per second	Yes	
9	Should support at least 1,000 HTTPS transactions per second	Yes	
10	Should support at least 150 new HTTPS connections/sec	Yes	
11	Should support at least 15000 max HTTPS concurrent connections/sec		
12	Device should have Sub Millisecond Latency	Yes	
13	Should deliver 25 Mbps of HTTP throughput and 20 Mbps HTTPS throughput	Yes	
14	Should support 4 x 1GE RJ45 interfaces	Yes	
15	Should support 10 GB of Storage space	Yes	
16	Should have controls against Brute force attacks	Yes	
17	should Detect brute force attack (repeated requests for the same resource) against any part of the applications	Yes	
18	Custom brute force attack detection for applications that do not return 401.	Yes	
19	Protection against SYN-flood type of attacks	Yes	
20	Should be able to protect Cookie Poisoning and Cookie Tampering	Yes	
21	Must support multiple HTTP versions such as HTTP/0.9, HTTP/1.0, HTTP1.1	Yes	
22	Should validate header length, content length, Body length, Parameter length, body line length etc.	Yes	
23	Appliance should be able to terminate SSL	Yes	
24	Client certificates should be supported in passive mode and active mode	Yes	
25	In termination mode, the backend traffic (i.e. the traffic from the WAF to the web server) can be encrypted via SSL	Yes	
26	Should support High Availability	Yes	

Tender for purchase of Firewall

27	WAF appliance must get integrate with proposed Anti-APT solution to scan traffic from zero-day malware / ransomware perspective	Yes	
28	WAF appliance should have application-aware load balancing engine to distribute traffic and route content across multiple web servers.	Yes	
29	The product must have inbuilt Web Application Vulnerability Scanning capability built in & also should support integration with industry leading Vulnerability Scanning Solutions - HP Web Inspect, IBM AppScan, Qualys, IBM Qradar to provide dynamic virtual patches to security issues in application environments	Yes	
30	The vulnerability scan should identify vulnerabilities such as XSS, SQL injection, Source code disclosure, Common web server vulnerabilities etc.	Yes	
31	Scan must be able to crawl the Web application	Yes	
32	Should support scheduled vulnerabilities scanning	Yes	
33	Should support exclusions in scanning by the administrator.	Yes	
34	Should support Role Based Access Control for Management	Yes	
35	Management User Interface support for both GUI and CLI access.	Yes	
36	Separate network interface for SSH/HTTPS access.	Yes	
37	Role-based management with user authentication.	Yes	
38	Should support local and remote authentication with RADIUS, LDAP protocols	Yes	
39	Ability to identify and notify system faults and loss of performance	Yes	
40	Should support Log Aggregation	Yes	
41	Should support multiple log formats such as CSV, Syslog, TXT, etc..	Yes	
42	Should support inbuilt Reporting and sending the report via E-Mail	Yes	
43	Reporting : Should support report formats in PDF/HTML/WORD/RTF, etc	Yes	
44	Reports should be customizable.	Yes	
45	Report Distribution Automatically via email	Yes	
46	Should generate comprehensive event reports	Yes	
47	Should able to monitor real-time HTTP throughput	Yes	
48	The solution must support IPV6 ready	Yes	

3. RTGS Firewall

Sr.No	Features Description	Compliance (Yes/No)	Vendor 's Remarks
1	The proposed firewall vendor must be in Leader's quadrant of Gartner Enterprise Firewall report of 2018		
2	The Firewall should be Hardware based, Reliable, purpose-built security appliance with hardened operating system supporting State full policy inspection technology.		
3	Firewall appliance should have at least 10 x 1GE RJ45 GE ports from day one.		
4	Firewall Throughput should be at least 3 Gbps		
5	Threat Prevention (including FW, IPS, Application Control & Antivirus) throughput must be at least 170 Mbps with enterprise MIX traffic		
6	Firewall should have IPsec VPN throughput of at least 1.5 Gbps		
7	Firewall should support 150 site-to-site VPN Tunnels.		

Tender for purchase of Firewall

8	Firewall should support more than 25,000 new sessions per second		
9	Firewall should support atleast 1.2 Million concurrent sessions		
10	Firewall should not introduce more than 10 microsecond latency. Vendor's claim must be available in publicly available documents like datasheet, admin guide etc,		
11	The Firewall solution should support NAT64, DNS64, DNS6 & DHCPv6		
12	The proposed system should be able to operate in Transparent (Access) mode and NAT/Route mode simultaneously without creating virtual context or virtual firewall		
13	The proposed system should have integrated Traffic Shaping functionality.		
14	The proposed solution should support Virtualization (Virtual Firewall, Security zones and VLAN) with minimum 10 Virtual Firewall license.		
15	The Firewall & IPSEC VPN module should have ICASA or other equivalent Certification.		
16	The appliance should utilize inbuilt hardware VPN acceleration:		
	a) IPSEC (DES, 3DES, AES) encryption/decryption		
	b) SSL encryption/decryption (external device is accepted)		
17	The system should support 2 forms of site-to-site VPN configurations:		
	a) Route based IPsec tunnel		
	b) Policy based IPsec tunnel		
18	The system should support IPSEC site-to-site VPN and remote user VPN in transparent mode.		
19	The system should provide IPv6 IPsec feature to support for secure IPv6 traffic in an IPsec VPN.		
	Intrusion Prevention System		
1	The IPS capability of proposed OEM should have received NSS labs' "Recommendation" rating of NGIPS 2018 test report		
2	IPS throughput should be at least 350 Mbps or better for enterprise MIX or real-world traffic		
3	The IPS detection methodologies should consist of:		
	a) Signature based detection using real time updated database		
	b) Anomaly based detection that is based on thresholds		
4	The IPS should be able to inspect SSL sessions by decrypting the traffic		
5	The IPS system should have at least 11,000 signatures		
6	IPS Signatures should be updated in different ways: manually, via pull or push technology. Administrator should schedule to check for new updates or if the device has a public IP address, updates can be pushed to the device each time an update is available		
7	In event if IPS should cease to function, it should fail open by default and be configurable so that crucial network traffic should not be blocked and Firewall should continue to operate while the IPS problem is being resolved		
8	IPS solution should have capability to protect against Denial of Service (DOS) and DDOS attacks. Should have flexibility to configure threshold values for each of the Anomaly. DOS and DDOS protection should be applied and attacks stopped before firewall policy look-ups.		
9	IPS signatures should have a configurable actions like terminate a TCP session by issuing TCP Reset packets to each end of the connection, or silently drop traffic in addition to sending an alert and logging the incident		

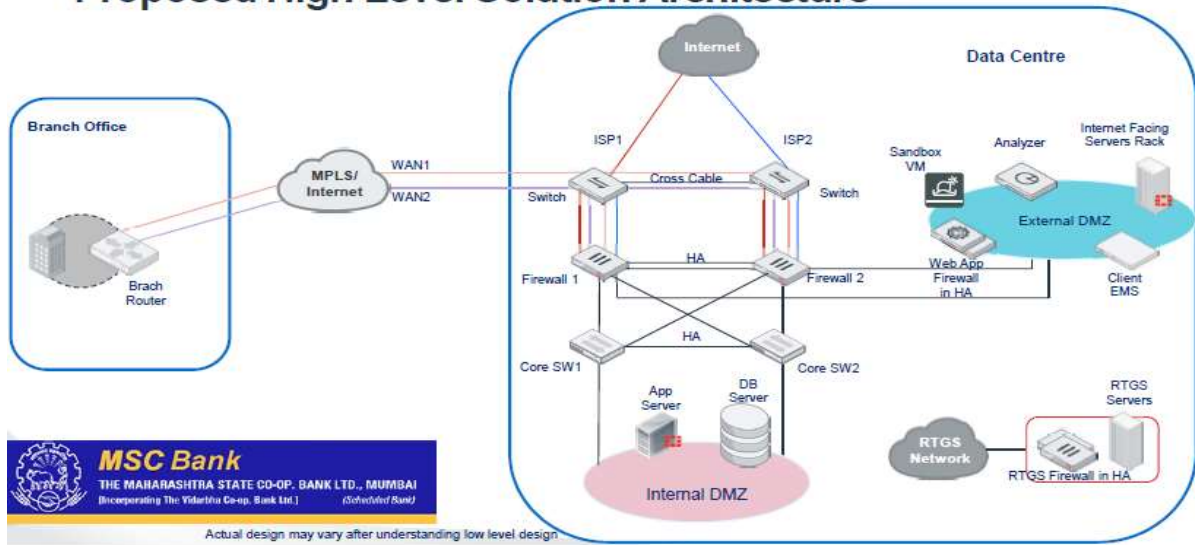
Tender for purchase of Firewall

10	Signatures should have severity level defined to it so that the administrator can understand and decide which signatures to enable for what traffic (e.g. for severity level: high medium low)		
Application Control Features:			
1	The appliance should have at least 4000 or more application signatures database		
2	Should have the intelligence to identify & control of popular IM & P2P applications like KaZaa, Bit Torrent, Skype, You Tube, Facebook, LinkedIn etc.		
3	Firewall must have capability to do Cloud application based routing not by means of manually adding IPs and or FQDNs i.e. firewall should have database of O365 readily available to select as destination address in firewall policy and destination address in static route configuration to give particular ISP path		
4	Firewall vendor must keep updating Application's backend FQDNs and IP addresses database on regular basis		
Anti-virus and Anti-bot			
1	Should be able to block, allow or monitor only using AV signatures and file blocking based on per firewall policy based or based on firewall authenticated user groups for HTTP, SMTP, POP3, IMAP, FTP protocols & their encrypted versions		
2	Should be able to block or allow oversize file based on configurable thresholds for each protocol types and per firewall policy.		
3	Firewall must include Anti-bot capability using IP reputation DB, terminates botnet communication to C&C servers also. Vendor needs to add additional license if it is required.		
4	Firewall should have 30000+ botnet definitions in its database and should be updated on regular basis to protect from new definitions		
5	Antivirus module should be ICSA / NSS certified with "Recommendation" ratings in 2019 report		
6	The proposed solution should utilize a state-full attack analysis to detect the entire infection lifecycle, and trace the stage-by-stage analysis of an advanced attack, from system exploitation to outbound malware communication protocols leading to data exfiltration.		
7	Solution should be able to monitor & block encrypted traffic.		
User Authentication			
1	The proposed solution shall be able to support various form of user Authentication methods simultaneously , including:		
2	Local Database entries		
3	LDAP server entries		
4	RADIUS server entries		
5	TACACS+ server entries		
6	Native Windows AD (Single sign on capability)		
7	Citrix Agent support for Single Sign On		
8	The solution shall be capable of providing Windows AD single sign-on by means of collector agents which broker between users when they log on to the AD domain and the device.		
9	System should also have capability to identify devices (ex. Android, iPhone, Windows etc.) & should be able to write policies on basis of device identity		
High Availability			
1	System should have built-in high availability (HA) features without extra cost/license or hardware component		
2	Should support state full session maintenance in the event of a fail-over to a standby unit.		

Tender for purchase of Firewall

3	Firewall in HA should support seamless upgradation activity for all major and minor versions		
4	High Availability feature must be supported for either NAT/Route or Transparent mode		
5	Should support multiple heartbeat links		
6	High Availability Configurations should support Active/Active, Active/Passive & Clustering		

Proposed High Level Solution Architecture –



Bidders design should be in concurrence with this proposed solution diagram or better.

Details of the Vendor

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

SR. NO	DETAILS OF THE COMPANY	RESPONSE
A	Name of Company	
B	Company Head Office and registered office address	
C	Telephone and Fax numbers	
D	Date of incorporation. Please enclose Company Registration Certificate.	
E	Ownership structure (e.g. Proprietorship, Partnership, Pvt. / Pub Ltd Company)	
F	Company Sales Tax Number, VAT registration number, LBT registration number & Service Tax number. Please enclose supporting document.	
G	Company PAN & TIN number. Please enclose supporting document.	
H	Please enclose financial accounts (Profit and Loss account and Balance sheet for last three financial years).	
I	Quality Certification Please enclose copies of Quality Certificates (ISO 9000/9001 certification) if any.	
J	List of Support Centers with addresses and phone numbers	
K	Total strength of the Company. Bifurcation : <ul style="list-style-type: none"> • Installation Team • Maintenance Team • Support Team • And Other Teams 	

Bank Details

(To be included in Technical Bid Envelope)

1	Name of the Bank	
2	Address of the Bank	
3	Account Type and Number	
4	Contact Person	
5	Telephone No.	
6	Fax No	
7	e-mail	
8	Over Draft/CC/Other fund based Limit	
9	Bank Guarantee Limit	
10	Remarks, if any	

Corporate Authorization details.

Note: This statement has to be duly attested by the banker.

Signature:

Signature:

Name of the Authorized Person:

Name of the Authorized Person:

Designation:

Designation:

Vendor Seal

Banker Seal

All authorizations should be collected

PRO FORMA - COMMERCIAL BID
RATE SCHEDULE FOR FIREWALL

Bidder should fill the details of products supplied in below format. The servers must be MNC brand only and vendor should specify the brand quoted.

1) The List of Firewall Required at Data Centre, Mumbai

Sr. No.	Item	Particulars (Configuration / Brand / Make Details)	QTY	Unit Rate Price in INR	Taxes / Duties Create One Column for each Tax Head**	Any Other	Total Price Inclusive of All Taxes INR
1	Perimeter Firewall		2				
2	WAF –		2				
3	Sand Box		1				
4	RTGS Firewall		2				
	One time Installation & configuration Charges						
	TOTAL						

**** Note: The above items to be procured are with 5 Yrs Warranty and with 5 yrs Subscription**

Taxes on each item (Do not mention only the applicable percentage of Tax, please mention the amount of Tax also. If require you may create additional columns and rows).

GST will be on Banks account on actuals. Variation (+/-) in rate of tax if any will be on the Banks accounts.

Format of Power of Attorney for signing of bid

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we _____ (name of the vendor / partnership firm and address of the registered office) do hereby appoint and authorize Mr. _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Supply, Installation, Configuration, Implementation and Servicing of firewalls. in response to the RFP (Request for Proposal) by MSC BANK (hereinafter referred to as MSC BANK), including signing and submission of all documents and providing information/responses to MSC BANK in all matters in connection with our bid / offer.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 2015

For _____

(Signature)
(Name, Designation and Address)

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Date:

Note:

1. To be executed by the all members in case of a Consortium.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Tender for purchase of Firewall

3. Also, wherever required, the vendor should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the vendor.
4. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Undertaking

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

It is also certify that we are not blacklisted by Government department, ministry, agency or any PSU's.

Dated this _____ day of _____ 2015

Signature

(Vendor Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

**** End of Document ****