
Stock Holding Corporation of India Limited
(Stock Holding)



RFP Reference Number: IT-05/2023-24

Date: 30-Nov-2023

GeM Reference No. - GEM/2023/B/4270664

**REQUEST FOR PROPOSAL – ANNUAL MAINTENANCE CONTRACT (AMC) OF
CHECKPOINT IP FIREWALL APPLIANCES AT DATA CENTRE (DC) AND DISASTER
RECOVERY CENTRE (DR)**

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Stock Holding Corporation of India Limited (Stock Holding), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by Stock Holding to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Stock Holding makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Stock Holding may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

RFP Document Details

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	IT-05/2023-24
3	Requirement	RFP for AMC of Checkpoint IP Firewall Appliances at Data Centre (DC) And Disaster Recovery Centre (DR)
4	Interest free Earnest Money Deposit (EMD) [*]	Rs.3,00,000/- (Indian Rupees Three Lakh only) by way of RTGS/NEFT to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT on Stock Holding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004. Please share the UTR details to us on below mentioned email address.
5	Email Id for queries up to Pre-Bid Meet	PRIT@stockholding.com
6	Date of Issue of RFP Document	30-Nov-2023
7	Date, Time and place for online Pre-bid meeting	04-Dec-2023 For participation in pre-bid meeting, please send mail for online meeting link to PRIT@stockholding.com before 01-Dec-2023 05:00 PM
8	Last Date for Submission of Online Bid	11-Dec-2023 05:00 PM
9	Date of opening bid	11-Dec-2023 05:30 PM

[*] - Bidders registered under Micro, Small and Medium Enterprises (MSME) for specific trade are exempted from EMD. Bidders shall upload the scanned copy of necessary documents as part of eligibility criteria documents.

This bid document is not transferable. StockHolding reserves the right to modify/update activities/ dates as per requirements of the process.

Table of Contents

SUBMISSION OF PROPOSAL	6
ELIGIBILITY CRITERIA (Documents to be Submitted Online)	8
BIDS PREPARATION AND SUBMISSION DETAILS	10
Submission of Bids.....	10
Evaluation of Bids.....	10
REQUIREMENT DETAILS.....	12
Scope of Work	13
Service Level Agreement (SLA).....	17
Terms and Conditions	18
Contract Duration.....	18
Performance Bank Guarantee (BG).....	18
Penalty Clause	19
Force Majeure.....	19
Dispute Resolution.....	19
Right to alter RFP.....	19
Integrity Pact	20
Non-Disclosure Agreement (NDA)	20
Indemnify	20
Sub-contracting	20
Refund of Earnest Money Deposit (EMD).....	20
Termination.....	20
ANNEXURE - 1 - Details of Bidder’s Profile	21
ANNEXURE - 2 – Eligibility Criteria	22
ANNEXURE – 3 - Commercial Price Bid Format	24
ANNEXURE - 4 – Integrity Pact	25
ANNEXURE- 5 - Covering Letter on bidder’s Letterhead of Integrity Pact	32
ANNEXURE – 6 – Compliance Statement.....	34
ANNEXURE – 7 – BANK GUARANTEE	35

SUBMISSION OF PROPOSAL

StockHolding invites e-tender through GeM Portal, in two bid system (Technical and Commercial bid), from firm/company/organisation for AMC of Checkpoint IP Firewall Appliances at Data Centre (DC) and Disaster Recovery Centre (DR) .

Submission of Bids:

The online bids will have to be submitted within the time specified on website

<https://gem.gov.in/> the following manner:-

1. Technical Bid (.pdf files)
2. Commercial Bid (.pdf files)

Invitation for bids:

This “Invitation for bid” is for AMC of Checkpoint IP Firewall Appliances at Data Centre (DC) and Disaster Recovery Centre (DR) for the period of 01 (one) year. StockHolding may extend the contract for another 01(one) year with the selected bidder (L1).

Due Diligence:

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with full understanding of its Implications. The Bid should be precise, complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or submission of Bid not as per RFP requirements will be at the bidder’s risk and may result in rejection of the bid and the decision of StockHolding in this regard will be final and conclusive and binding.

Cost of Bidding:

The bidder shall bear all costs associated with the preparation & submission of its bid and StockHolding will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Contents of this RFP Document:

The requirements, bidding procedure, general terms & conditions are prescribed in this RFP document with various sections

- a Bidder Details – Annexure 1
- b Requirement with Scope of Service and Terms and Conditions
- c Format for Eligibility Criteria - Annexure 2
- d Format for Price Bid (Commercial) Bids - Annexure 3
- e Integrity Pact (Text) Annexure 5
- f Compliance Statement - Annexure 6
- g Bids preparation and submission details

Clarifications regarding RFP Document:

-
- a Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to StockHolding for necessary clarifications.
 - b A bidder requiring any clarification for their queries on this RFP may be obtained via email to PRIT@StockHolding.com
 - c StockHolding shall not be responsible for any external agency delays.
 - d StockHolding reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
 - e At any time before the deadline for submission of bids / offers, StockHolding may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
 - f StockHolding reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on StockHolding.
 - g StockHolding reserves the right to amend / cancel / postpone / pre-pone the RFP without assigning any reasons.
 - h It may be noted that notice regarding corrigendum/addendums/amendments/response to bidder's queries etc., will be published on StockHolding's website only. Prospective bidders shall regularly visit StockHolding's same website for any changes/development in relation to this RFP.
 - i It may be noted that bidder mentioned in the document may be either OEM/Distributor/System Integrator (SI).

Validity of offer:

The offer should remain valid for a period of at least **90 days** from the date of submission.

ELIGIBILITY CRITERIA (Documents to be Submitted Online)

Guidelines to be followed prior to submitting an application-

1. Bidder should upload all supporting documents at the time of submission duly signed and stamped on their company's letter head.

SI.	Criteria	Documents to be submitted by Bidder / OEM
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 with experience in providing similar services for past 7 years	Copy of Certificate of Incorporation issued by the Registrar of Companies and Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory.
2	The Bidder should be Tier 1 / Platinum / Gold Partner of CheckPoint	Valid Partnership Certificate of OEM
3	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons within last 2 years from the RFP date.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
4	Should have an annual turnover of at least Rs. 10 Crores per annum for last three financial years (2020-21, 2021-22 and 2022-23) out of which at least Rs. 2.4 crores from the business of providing AMC of firewall appliances. It should be of individual company and not of Group of Companies	Copy of CA certificate mentioning the annual turnover and turnover from business of AMC of firewall appliances over the past 3 years
5	Bidder should be in Net Profit in the last three audited financial years i.e. 2020-21, 2021-22 and 2022-23.	Copy of CA Certificate for Net Profit over the past 3 years
6	Bidder to submit MAF (Manufacturer Authorization Certificate) from OEM with tender reference number	MAF from OEM is required.
7	Bidder should have minimum 3 years of experience in providing AMC of firewall appliances from the RFP date: <ul style="list-style-type: none"> • Three similar completed works each costing not less than the amount equal to Rs. 20 lakhs each OR • Two similar completed works each costing not less than the amount equal to Rs. 25 lakhs each OR 	PO/Completion certificate should be attached and signed by Authorised signatory

	<ul style="list-style-type: none"> One similar completed work costing not less than the amount equal to Rs. 40 lakhs 	
8	<p>Bidder/ need to certify that they have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India.</p> <p>Bidder also to certify that bidder and OEM are not from such a country or if from a country, has been registered with competent authority.</p>	Self-declaration from bidder on their letter head duly signed by authorized signatory
9	Bidders shall not have been levied penalty for SLA violations upto 10% of the contract value for similar services in past 3 years by any of its client(s).	Self-declaration from bidder on their letter head duly signed by authorized signatory
10	Bidder should have support offices in MMRDA region and Bangalore	Bidder to provide list of office address along with contacts.

BIDS PREPARATION AND SUBMISSION DETAILS

The online bids will have to be submitted within the time specified on website <https://gem.gov.in/> . Bidders must familiarize (if not already) with the Portal and check/ fulfil the pre-requisites to access and submit the bid there.

Submission of Bids

- a The required documents for Eligibility Criteria, Commercial Bid must be submitted (uploaded) online on GeM portal. Eligibility Criteria and Commercial Bid should be complete in all respects and contain all information asked for in this RFP document
- b The offer should be valid for a period of at least **90 days** from the date of submission of bid.
- c The Bidder shall fulfil all statutory requirements as described by the law and Government notices. The Bidder shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify StockHolding against all such liabilities, which are likely to arise out of the agency's failure to fulfil such statutory obligations.
- d The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document(s). Failure to furnish all information required as mentioned in the RFP document(s) or submission of a proposal not substantially responsive to the RFP document(s) in every respect will be at the bidder's risk and may result in rejection of the proposal.
- e Delayed and/or incomplete bid shall not be considered.
- f There may not be any extension(s) to the last date of online submission of Eligibility Criteria details and commercial Price bids. This will be at the sole discretion of StockHolding.

Evaluation of Bids

StockHolding will evaluate the bid submitted by the bidders under this RFP. The eligibility bid submitted by the Bidder will be evaluated against the Eligibility criteria set forth in the RFP. The Bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for evaluation. Noncompliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of *StockHolding* would be final and binding on all the bidders to this document.

StockHolding may accept or reject an offer without assigning any reason what so ever. The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of *StockHolding*.

- a Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- b The information provided by the bidders in response to this RFP document will become the property of StockHolding.

Evaluation Process

First the 'Eligibility Criteria bid document' will be evaluated and only those bidders who qualify the requirements will be selected for commercial evaluation. Based on the price quoted in the Commercial Bid will be evaluated to decide the L1 bidder.

Further, StockHolding will negotiate with the L1 bidder (decided based on the Commercial Bid evaluation) to arrive at final price.

REQUIREMENT DETAILS

StockHolding is using Checkpoint Firewall 5800 appliances for back office setup at Data Centre (Mahape) and Disaster Recovery Centre (DR) (Bangalore) locations for Stockholding's Internet and Intranet based web applications and Internet proxy services. These Checkpoint firewalls were procured in the year 2018 from OEM (Checkpoint). Currently, these firewalls are under AMC which will expire soon.

Hence, in order to get uninterrupted support, problem resolution, hardware replacement, updates etc., which is required to keep business applications up and running, AMC is required for these Checkpoint firewall 5800 appliances for the period of 01 (One) year.

Requirement:

Renewal (license & support) of Checkpoint 5000 series firewall with management software and Partner AMC

- 5800 firewall appliance serial number: 1842BA1617 , 1842BA1607, 1842BA1536, 1842BA1550
--- 4 Quantity --- CPSB-NGTX-5800-1Y ; CPSB-NGTX-5800-1Y-HA
- 5600 firewall appliance serial number : 1743BA2008, 1743BA2623, 2008BA0986, 1743BA2010
--- 4 Quantity --- CPSB-IPS-M-1Y ; CPSB-IPS-M-1Y-HA
- Management software --- 2 Quantity --- CPSB-EVS-COMP-10-1Y

Bill of Material for AMC Requirement of Checkpoint Firewalls

Account Id	Product Type	Hardware S/N	Product	Support Level	Service Level	Service Description	Hardware Location	To be Covered Until
0006131762	5000 Appliances	1743BA2008	CPAP-SG5600-NGTP	CPES-SS-PREMIUM-ONSITE-ADD	CPSB-IPS-M-1Y	IPS Blade subscription for 1 year - for mid appliances and pre-defined systems	Mahape, Navi Mumbai,	24-Dec-2024
0006131762	5000 Appliances	1743BA2623	CPAP-SG5600-NGTP-HA	CPES-SS-PREMIUM-ONSITE-ADD	CPSB-IPS-M-1Y-HA	IPS Blade subscription for 1 year - for mid appliances and pre-defined systems for High Availability	Mahape, Navi Mumbai,	24-Dec-2024
0006131762	5000 Appliances	2008BA0986	CPAP-SG5600-NGTP	CPES-SS-PREMIUM-ONSITE-ADD	CPSB-IPS-M-1Y	IPS Blade subscription for 1 year - for mid appliances and pre-defined systems	Bangalore Karnataka	24-Dec-2024
0006131762	5000 Appliances	1743BA2010	CPAP-SG5600-NGTP-HA	CPES-SS-PREMIUM-ONSITE-ADD	CPSB-IPS-M-1Y-HA	IPS Blade subscription for 1 year - for mid appliances and pre-defined systems for High Availability	Bangalore Karnataka	24-Dec-2024
0008313022	5000 Appliances	1842BA1617	CPAP-SG5800-NGTX	CPES-SS-PREMIUM-	CPSB-NGTX-5800-1Y	Next Generation Threat Prevention	Bangalore Karnataka	24-Dec-2024

				ONSITE-ADD		and SandBlast (NGTX) Package subscription for 1 year for 5800 Appliance		
0008497827	5000 Appliances	1842BA1607	CPAP-SG5800-NGTX-HA	CPES-SS-PREMIUM-ONSITE-ADD	CPSB-NGTX-5800-1Y-HA	Next Generation Threat Prevention and SandBlast (NGTX) Package subscription for 1 year for 5800 Appliance HA	Mahape, Navi Mumbai	24-Dec-2024
0008497827	5000 Appliances	1842BA1536	CPAP-SG5800-NGTX	CPES-SS-PREMIUM-ONSITE-ADD	CPSB-NGTX-5800-1Y	Next Generation Threat Prevention and SandBlast (NGTX) Package subscription for 1 year for 5800 Appliance	Mahape, Navi Mumbai	24-Dec-2024
0008313022	5000 Appliances	1842BA1550	CPAP-SG5800-NGTX-HA	CPES-SS-PREMIUM-ONSITE-ADD	CPSB-NGTX-5800-1Y-HA	Next Generation Threat Prevention and SandBlast (NGTX) Package subscription for 1 year for 5800 Appliance HA	Bangalore Karnataka	24-Dec-2024
0008313022	Software Products	7E1F69E25389	CPSM-NGSM10	CPES-SS-PREMIUM-ONSITE-ADD	CPSB-EVS-COMP-10-1Y	SmartEvent, SmartReporter and Compliance blades for 10 gateways (Smart-1 and open server) 1 year subscription	Navi Mumbai	24-Dec-2024
0008497827	Software Products	C5D0C4F82C80	CPSM-NGSM10	CPES-SS-PREMIUM-ONSITE-ADD	CPSB-EVS-COMP-10-1Y	SmartEvent, SmartReporter and Compliance blades for 10 gateways (Smart-1 and open server) 1 year subscription	Bangalore Karnataka	24-Dec-2024

Scope of Work

This Scope of work is applicable for Stockholding's DC (Mahape) and DR (Bangalore) Site, where in which support for annual maintenance contract (AMC) for firewall appliances needs to be provided by checkpoint's authorised partner. Following tasks and activities needs to be check and verify by Checkpoint authorised partner during AMC period. Stockholding is expecting support for all such activities during annual maintenance contract.

Support for all the existing licenses procured by Stockholding from Checkpoint:

- After receiving the purchase order for AMC of checkpoint appliance, respective Checkpoint authorized partner will visit Stockholding site and understand the firewall configuration and licenses procured by Stockholding from OEM and will make sure that all the licenses are installed and configured as per the best practices. If not then coordinate with Stockholding network team and provide their inputs and complete the remaining task by coordinating with Checkpoint and ensure that it will not affect the business objectives and network security performance.

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- b. In case of any additional blades procured by Stockholding during the period of AMC, Checkpoint authorized partner will configure the same as per the requirement initiated from Stockholding.
 - c. During AMC period and as per change in technologies, If need arises Checkpoint authorized partner will make required modifications in existing cluster technologies and configure, re-configure the checkpoint IP appliances in High Availability Active-Active or Active-Standby L3 mode OR Cluster XL OR VRRP configuration as per the requirements and requests initiated from Stockholding.
 - d. Checkpoint authorized partner will configure the checkpoint IP appliances in IPv6 configuration in High availability, NAT 66 OR NAT 64 as per the requirements from Stockholding and ensure that Stockholding will get desired network connectivity between LAN segments to perimeter routers during the entire AMC period.
 - e. Checkpoint authorized partner will configure the checkpoint IP appliances in Unicast or Multicast mode to support OSPFv2 and v3, BGP, Static routes, multicast routes, policy based routing, PIM-SM, PIM-SSM, PIM-DIM used by Stockholding and in case of any changes in future as per the requirement from Stockholding during entire AMC period.
 - f. Checkpoint authorized partner will test all the features of firewall appliances like Fail- Open /Bypass network options during AMC period and /or any such activity schedule by Stockholding team.
 - g. Checkpoint authorized partner will ensure that the feature sets of software blades and management blades with respect to CPAP-SG5800-NGTX along with HA and CPSB-NGTX- 5800 along with HA purchased by Stockholding and ensure that all blades are configured as per specified standards set by checkpoint. If not will complete this task by revalidating with checkpoint through a TAC case during AMC period.
 - h. Checkpoint authorized partner will support us to understand and configure Zero day protection offering network security with evasion-resistant malware detection and complete protection from the most advanced attacks, ensuring quick delivery of safe content to users.
 - i. Checkpoint authorized partner will support us for configuration of multi-layered protection from known, signature-based threats including Antivirus, Anti-Bot, IPS, App Control, URL Filtering and Identity Awareness in a phase wise manner for respective blades.
 - j. Stockholding may procure IPS blade during the AMC renewal period. Considering this support for configuration of full feature IPS blade with Geo-protection enable facility as it is constantly updated with new defences against emerging threats.
 - k. Support and in-depth analysis for sandboxing threat emulations turn zero-day and unknown attacks into known and preventable attacks by updating signatures for newly discovered attacks.
 - l. Checkpoint authorized partner will ensure that management server should be configured and hardened as per the best practices and Stock holding should get all the functionalities of reporting and compliance opted through checkpoint licenses.

- m. Checkpoint authorized partner will ensure that all the checkpoint IP appliances placed in DC and DR locations should be able to managed through a single management console from DC and vice-versa from DR.
- n. Checkpoint authorized partner will configure the Remote Management and Monitoring: A Lights-Out-Management (LOM) card provides out-of-band remote management to remotely diagnose, start, restart and manage the appliance from a remote location. Also use the LOM web interface to remotely install an OS image from an ISO file.

To provide support to Intrusion Prevention System Software blades in such a way:

- a. To detect and prevent of specific known exploits.
- b. To detect and prevent of Vulnerabilities, including both known and unknown exploit tools.
- c. To detect and prevent of protocol misuse which may indicate potential threats.
- d. To detect and prevent of outbound malware communications.
- e. To detect and prevent of tunnelling attempts that may indicate data leakage.
- f. Dynamic Threat Management.
- g. Track events through detailed reports and logs of what is most important, simplifying threat analysis and reducing operational overhead.
- h. Granular protection control: Easy-to-use protection profiles allow administrators to define signature and protection activation rules that match the security needs of your network assets.
- i. Pre-emptive Security Updates: By combining robust IPS functionality with a concerted patching strategy, our team can better equip themselves to handle 'Patch Tuesdays' and secure the network between upgrades and patches.
- j. Granularity to define exceptions for SSL/TLS inspection to protect user privacy and compilation.
- k. Any other feature part of this blade and may require to be integrated during AMC renewal period.

To provide support to Identity Awareness Software blade in such a way,

- a. Integration with Stockholding's Active Directory / LDAP if required.
- b. To configure access roles based on Users and User groups, Computer and computer-groups, Networks and for Remote access clients.
- c. Required to configure Endpoint Identity Agents and to check browser-based authentication.
- d. Any other feature part of this blade and may require to be integrated during warranty period.

To provide support to Anti-Bot Software blade in such a way,

- a. To discover bot outbreaks, detect Advanced Persistent Threats (APT) and stop bot damage.
- b. Real-time security intelligence delivered from Threat Cloud.

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- c. To manage access control and threat prevention policy from a single console.
 - d. To investigate infections and easily assess damages with extensive forensics tools in SmartEvent.
 - e. To Configure Multi-Tier Bot Detection engine by correlating multiple detection methods such as
 - f. Reputation: To evaluate IPs, URLs, and DNS addresses to determine whether outbound traffic is destined for known botnet Command and Control (C&C) sites.
 - g. Patterns – To detect unique botnet family communication patterns (over multiple protocols such as HTTP, DNS and SMTP)
 - h. Bot damages and actions by detecting attack types, such as spam (leveraging outbound mail analysis) and click fraud, as well as anomalies (irregular ports, protocols)
 - i. To view infected hosts statistics, malware types and activities, trends/changes vs. previous week/month, amount of data sent or received. Malware reports and dashboards are integrated with SmartEvent.
 - j. Inline Bot Prevention :
 - ✓ To block bot communications from infected hosts.
 - ✓ To block bot specific communication to C&C sites to neutralize bot damages.
 - ✓ To ensure work continuity by blocking only bot traffic, yet allowing good traffic to continue.
 - k. Any other feature part of this blade and may require to be integrated during warranty period.

To provide support to Application Control Software blade in such a way:

- a. To Inspect SSL/TLS Encrypted Traffic.
- b. To enable application security policies to identify, allow, block or limit usage (based on bandwidth and/or time) of thousands of applications, including Web and social networking, regardless of port, protocol or evasive technique used to traverse the network.
- c. Any other feature part of this blade and may require to be integrated during warranty period.

Support for Integration with Network and related technologies:

- a. Any new requirement to be arise during the course of AMC support period in terms of Server hardware change, Integration with Stockholding's new technology and integration with application used by Stockholding should be taken care by respective Checkpoint system integrator and provide end to end support till completion of the activity.

Preventive Maintenance, Version Up gradation and Patch Updates:

- a. Checkpoint AMC authorized partner will conduct a preventive maintenance of Check Point IP appliances on a quarterly basis for the entire warranty/support period.

- b. Checkpoint AMC authorized partner will install the respective vulnerability patches, software bugs, troubleshoot bugs for Checkpoint IP appliances released by checkpoint during warranty period.
- c. Checkpoint AMC authorized partner will provide detail plan of action along with downtime requirement for new version upgradation, IOS and firmware upgradation, Operating system upgradation or change in Operating system, New hotfix deployment on IP appliances released by checkpoint during warranty period.

Support for Vulnerability Assessment and Penetration Testing Activities:

- a. Checkpoint AMC authorized partner will provide detailed step-by-step documentation to Stockholding in case of new modifications done on checkpoint firewall appliances at DC Site.
- b. Support for new Integration activities to be initiated by Stockholding during warranty period.
- c. Onsite support for New Version updates and upgrades released by checkpoint during warranty period.
- d. Onsite support for Vulnerability Patches, penetration testing activities, configuration audit related parameters, hotfix, Software bugs released by checkpoint during warranty period.

Service Level Agreement (SLA)

- a. Service Window : 24x7x365
- b. Checkpoint AMC authorized partner should have back to back support agreement from direct checkpoint and will ensure that during incidence resolution TAC case can be open by them OR end customer if the technical problem is not able to resolve with an hour of time frame.
- c. **Response Time** (for the entire Bill of Material): Within 1 hour from the time of reporting the problem.
- d. **Resolution Time** (for the entire Bill of Material): Within 4 hour after reporting the problem for all issues where a Service Request has been raised with Check Point.
- e. Appliance and Part replacement: Within 4 hours after raising an RMA (Return Material Authorization) by Checkpoint AMC authorized partner. Transportation costs, if any, incurred in connection with the return of a defective item to Check Point shall not be borne by Customer.
- f. Technical Support:
 - Customer should have access to Checkpoint Web-based Support.
 - Checkpoint documentation.
 - Checkpoint Secure knowledge base.
 - Software Subscription Downloads.
 - Product Forums.
- g. TAC (Technical Assistance Center) Availability and Support.
 - Direct Contact to TAC Services either by telephone, by web request, by email, and by live chat.
 - TAC Availability should be 24 x 7 x 365

h. Escalation Process and Procedure

- Stockholding should be provided updated technical and management escalation matrix on quarterly basis from Checkpoint AMC authorized partner as well as from direct checkpoint to ensure proper SLA management till the warranty period.

Terms and Conditions

A. Payment:

- a. Payment Terms: 100% advance payment on receipt of invoice.
- b. Applicable Penalty/Penalties may be recovered from Bank Guarantee (BG).
- c. Licenses status should be updated on the OEM portal within 7-15 days after issuance of Purchase Order for releasing the payment.
- d. Payments will be released only after submission and verification of the required Bank Guarantee (BG). No payment will be made to the successful bidder, until the BG verification is done.

B. Taxes & levies:

- a. Applicable GST payable at actual as per prevailing rate of taxes as per Government notification
- b. In case of tax exemption or lower TDS; Bidder has to submit letter from Government Authority for tax exemption or lower TDS (to be submitted along with each of the invoice(s))
- c. Applicable TDS will be deducted from payment(s).

C. Location Details:

- a. As per Bill of material (BoM) mentioned above

D. AMC Period:

- a. 5600 firewall appliance: 25th December 2023 to 24th December 2024
- b. 5800 firewall appliance:
 - i. Bangalore - 25th December 2023 to 24th December 2024
 - ii. Mahape – 12th February 2024 to 24th December 2024

Contract Duration

- a. Successful bidder shall enter into contract for the period of 01 (one) year with StockHolding.
- b. StockHolding may extend the contract for another 01(one) year for price escalation upto 15% of existing contract value proposed by selected bidder (L1).

Performance Bank Guarantee (BG)

Successful Bidder shall, at own expense, deposit with the StockHolding, within seven (7) days on issuance of PO, a Bank Guarantee (BG) for the value of 10% (Ten per cent) of the Contract

Value from scheduled commercial banks as per Annexure-7. This Bank Guarantee shall be valid up to 30 days beyond the completion of the contract period.

Bank Guarantee may be discharged / returned by StockHolding upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Bank Guarantee.

Stockholding reserves the right to invoke the BG in the event of non-performance by the Supplier/OEM.

Penalty Clause

- a. StockHolding may impose Penalty of 0.5% of Purchase Order value for breach of SLA per incident in adhering to SLA terms for the response, resolution and support as mentioned in SLA may be levied subject to maximum of 10% of the Purchase Order Value and will be recovered from the PBG or to be paid by the winning Bidder before StockHolding releases 100% PBG based on mutual understanding between StockHolding and the winning Bidder.
- b. StockHolding reserves the right to invoke the Bank Guarantee in case of any breach of SLA, problem resolution, implementation commitments.

Force Majeure

The Bidder will not be held responsible for breach of executing any obligation or delay in executing any obligations during below given circumstances / conditions:

- a. War, Riots, Strike, Fire, Flood, Earthquake, Storm, Pandemic breakout, Power failure, Theft etc.
- b. Any Governmental priorities (Necessary proof for validation viz. Govt. Gazette notifications, Leading Newspaper reports, etc. should be made available) (c) Sabotage or omission of StockHolding.

Dispute Resolution

In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavour to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Mumbai jurisdiction only. The final payment will be released only after the Bidder complies with above-mentioned clause

Right to alter RFP

- a. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
- b. StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that StockHolding's decision in this regard will be final and binding on all bidders.

Integrity Pact

The Bidder will have to enter in to an Integrity Pact with StockHolding. The format (text) for the Integrity Pact is provided as Annexure-5. The successful Bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful Bidder.

Non-Disclosure Agreement (NDA)

The successful Bidder will sign a Non-Disclosure Agreement (NDA) with StockHolding for the contract period. The draft text of the NDA will have to be approved by legal department of StockHolding.

Indemnify

The Bidder should hereby indemnify, protect and save StockHolding against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the Bidder. Any publicity by Bidder in which name of StockHolding is used should be done only with the explicit permission of StockHolding.

Sub-contracting

As per scope of this RFP, sub-contracting is not permitted. The bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm.

Refund of Earnest Money Deposit (EMD)

- a. EMD will be refunded through NEFT to the successful bidder on providing (a) an acceptance confirmation against the PO issued by StockHolding and/or submission of Performance Bank Guarantee.
- b. In case of unsuccessful bidders, the EMD will be refunded to them through NEFT within 15 days post selection of successful bidder.

Termination

StockHolding reserves the right to terminate the contract by giving 30 days' notice in the event of the Bidder failing to deliver services as specified by Stockholding as per the Service Level Agreements. Stockholding reserves full right and authority to cancel such order and will also be entitled to claim liquidated damages for the same in addition to and without prejudice to all other rights and remedies that may be available to StockHolding. In case of serious discrepancy in services provided, Stockholding may cancel the entire purchase order.

After termination of contract with L1 bidder due to above reasons or any deemed to be fit for cancellation, StockHolding reserves the right to award the contract to L2 Bidder at same applicable L1 price and at the same terms and conditions for the remaining term of the contract to ensure business continuity.

ANNEXURE - 1 - Details of Bidder's Profile
(To be submitted along with technical bid on Company letter head)

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

Sl. No	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Company PAN no		
5	Company GSTN no. (please attach annexures for all states)		
6	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai(if any)		
7	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID		
8	Financial parameters		
	Business Results (last three years)	Annual Turnover	Operating Profit
		(Rs. in Crores)	(Rs. in Crores)
	2020-21		
	2021-22		
	2022-23		
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)	

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of 2023

(Signature)

(In the capacity of)

**ANNEXURE - 2 – Eligibility Criteria
To be submitted as part of Technical Bid**

SI.	Criteria	Documents to be submitted by Bidder / OEM
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 with experience in providing similar services for past 7 years	Copy of Certificate of Incorporation issued by the Registrar of Companies and Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory.
2	The Bidder should be Tier 1 / Platinum / Gold Partner of CheckPoint	Valid Partnership Certificate of OEM
3	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons within last 2 years from the RFP date.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
4	Should have an annual turnover of at least Rs. 10 Crores per annum for last three financial years (2020-21, 2021-22 and 2022-23) out of which at least Rs. 2 crores from the business of providing AMC of firewall appliances. It should be of individual company and not of Group of Companies	Copy of CA certificate mentioning the annual turnover and turnover from business of AMC of firewall appliances over the past 3 years
5	Bidder should be in Net Profit in the last three audited financial years i.e. 2020-21, 2021-22 and 2022-23.	Copy of CA Certificate for Net Profit over the past 3 years
6	Bidder to submit MAF (Manufacturer Authorization Certificate) from OEM with tender reference number	MAF from OEM is required.
7	<p>Bidder should have minimum 3 years of experience in providing AMC of firewall appliances from the RFP date:</p> <ul style="list-style-type: none"> • Three similar completed works each costing not less than the amount equal to Rs. 20 lakhs each OR • Two similar completed works each costing not less than the amount equal to Rs. 25 lakhs each OR • One similar completed work costing not less than the amount equal to Rs. 40 lakhs 	PO/Completion certificate should be attached and signed by Authorised signatory

8	Bidder/ need to certify that they have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. Bidder also to certify that bidder and OEM are not from such a country or if from a country, has been registered with competent authority.	Self-declaration from bidder on their letter head duly signed by authorized signatory
9	Bidders shall not have been levied penalty for SLA violations upto 10% of the contract value for similar services in past 3 years by any of its client(s).	Self-declaration from bidder on their letter head duly signed by authorized signatory
10	Bidder should have support offices in MMRDA region and Bangalore	Bidder to provide list of office address along with contacts.

Note:

- a. Letter of Authorization shall be issued by either Managing Director having related Power of Attorney issued in his favour or a Director of the Board for submission of Response to RFP
- b. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
- c. Bidder response should be complete, Yes/No answer is not acceptable.
- d. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.

Dated this..... Day of 2023

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

ANNEXURE – 3 - Commercial Price Bid Format

Commercial Price Bid Format

Item Description	Model	Quantity	Unit Price (₹)	AMC Cost for 1 year [A]
1 year renewal (license & support) of Checkpoint 5000 series firewall	Checkpoint 5600 Firewall appliances	4		
	Checkpoint 5800 Firewall appliances	4		
Management software	Checkpoint 5600 and 5800 Firewall	2		
Partner Support Cost	Checkpoint 5600 Firewall appliances	1		
	Checkpoint 5800 Firewall appliances	1		
Total Cost for 1 year (₹)				

Notes:

- a The bidder who quotes lowest cumulative price for total cost will be selected as L1.
- b Applicable GST payable at actual as per prevailing rate of taxes and levies as per Government notification.
- c Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled in correctly. Please note that any Commercial Offer, which is conditional and / or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such an offer will also be summarily rejected.
- d All payments will be made in INR.
- e StockHolding may extend the contract for another 01(one) year for price escalation upto 15% of existing contract value proposed by selected bidder (L1).

 ANNEXURE - 4 – Integrity Pact

(To be executed on plain paper and submitted only by the successful bidder)

(_____ Name of the Department / Office) RFP No. _____
 for _____

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on ____ day of the _____, between, on one hand, StockHolding ., a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. B R Ambedkar Road, Parel, Mumbai – 400012 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s. _____

_____ (with complete address and contact details) represented by Shri _____ (i.e. Bidders hereinafter called the '**Counter Party**') which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Bidder(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM) to monitor the Tender (RFP) process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India. **NOW THEREFORE**, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to “- Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

I. Commitment of the Principal / Buyer

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
 - b) The Principal/Owner will, during the Tender (RFP) Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
 - c) The Principal / Owner shall endeavor to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / StockHolding will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counter Parties/Bidders

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / StockHolding or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Principal / Stock Holding for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / Stock Holding.

4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / Stock Holding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / Stock Holding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The Bidder / Counter Party has to submit a Declaration along with Eligibility Criteria, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Eligibility Criteria as given at **Annexure**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of Stock Holding / Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / Stock Holding as part of the business relationship, regarding plans, proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / Stock Holding, or alternatively, if any relative of an official / employee of Principal / Stock Holding has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).

15. The term "relative" for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / StockHolding
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender (RFP) Process and exclusion from Future Contracts

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / StockHolding is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / StockHolding. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / StockHolding.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / StockHolding's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / StockHolding may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / StockHolding.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ StockHolding may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

IV. Consequences of Breach Without prejudice to any rights that may be available to the Principal / StockHolding / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / StockHolding / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

1. **Forfeiture of EMD / Security Deposit** : If the Principal / StockHolding / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / StockHolding / Owner apart from exercising any legal rights that may have accrued to the Principal / StockHolding / Owner, may in its considered

opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.

2. **Criminal Liability:** If the Principal / Owner / StockHolding obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / StockHolding has substantive suspicion in this regard, the Principal / StockHolding / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

IV. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-bidders.
2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding and the Bidder/Counter Parties, along with the Tender (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding has appointed competent and credible Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 5 crore or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.

5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner / StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, StockHolding. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word "IEM" would include both singular and plural.

VII. Duration of the Integrity Pact (IP)

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the CEO&MD StockHolding

VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the StockHolding / Principal / Owner who has floated the Tender (RFP).
2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / StockHolding in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

IX. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender

(RFP) / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:-

(For and on behalf of Principal / Owner / StockHolding

(For and on behalf of Bidder / Counter Party / Contractor)

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.

ANNEXURE- 5 - Covering Letter on bidder's Letterhead of Integrity Pact

To,

Sub: RFP REF NO: IT-05/2023-24 dated 30-Nov-2023 for AMC of Checkpoint IP Firewall Appliances at Data Centre (DC) and Disaster Recovery Centre (DR)

Dear Sir,

DECLARATION

Stock Holding Corporation of India Limited (StockHolding) hereby declares that StockHolding has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. ----- Dated ----- and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (RFP) (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender (RFP) documents, failing which the tender (RFP)er / bidder will stand disqualified from the tender (RFP)ing process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the StockHolding

Yours faithfully,

For and on behalf of StockHolding Corporation of India Limited
(Authorized Signatory)

**ANNEXURE – 6 – Compliance Statement
(To be submitted on Company Letter Head)**

RFP REF NO: IT-05/2023-24 dated 30-Nov-2023

Subject: AMC of Checkpoint IP Firewall Appliances at Data Centre (DC) and Disaster Recovery Centre (DR)

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the StockHolding. We also agree that the StockHolding reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Sr. No.	Item / Clause of the RFP	Compliance (Yes / No)	Remarks/Deviations (if any)
1	Objective of the RFP		
2	Scope of Work		
3	Eligibility Criteria		
4	Service Level Agreement (SLA) / Scope of Work		
5	Non-Disclosure Agreement		
6	Payment Terms		
7	Bid Validity		
8	Integrity Pact		
9	All General & Other Terms & Conditions in the RFP		
10	Requirement		

(If Remarks/Deviations column is left blank it will be construed that there is no deviation from the specifications given above)

Date:

Signature with seal

Name & Designation:

ANNEXURE – 7 – BANK GUARANTEE

This Bank Guarantee is executed by the ----- (Bank name) a Banking Company incorporated under the Companies Act, 1956 and a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934 and having its head office at ----- and branch office at _____ (hereinafter referred to as the “Bank”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) and Branch office at _____ in favour of Stock Holding Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400 012 (hereinafter referred to as “StockHolding”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) at the request of _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ (hereinafter referred to as the “Service Provider”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns).

Whereas

- A. StockHolding has, pursuant to the Tender No. _____, issued the Purchase Order dated _____ to the Service Provider for providing _____
- B. In terms of the said Tender, the Service Provider has agreed to furnish to StockHolding, a Bank guarantee for Rs. _____ /- (Rupees _____ only) till _____ (date).
- C. The Bank has, at the request of the Service Provider, agreed to give this guarantee as under.

NOW IN CONSIDERATION OF THE FOREGOING:

1. We, the Bank, at the request the Service Provider, do hereby unconditionally provide this guarantee to StockHolding as security for due performance and fulfilment by the Service Provider of its engagements, commitments, operations, obligations or liabilities including but not limited to any sums / obligations / claims due by the Service Provider to StockHolding for meeting, satisfying, discharging or fulfilling all or any obligation or liability of the Service Provider, under the said Tender / Purchase Order.
2. We, the Bank, hereby guarantee and undertake to pay StockHolding up to a total amount of Rs. _____ /- (Rupees _____ only) under this guarantee, upon first written demand of StockHolding and without any demur, protest and without any reference to the Service Provider.
3. Any such demand made by StockHolding shall be conclusive and binding on the Bank as regards the amount due and payable notwithstanding any disputes pending before any court, Tribunal, or any other authority and/ or any other matter or thing whatsoever as the liability of the Bank under these presents being absolute and unequivocal.
4. We, the Bank, agree that StockHolding shall have the fullest liberty without consent of the Bank to vary the terms of the said Tender/ Purchase Order or to postpone for any time or time to time exercise of any powers vested in StockHolding against the Service

Provider and to forbear or enforce any of the Terms & Conditions relating to the said Tender / Purchase Order and the Bank shall not be relieved from its liability by the reason of any such variation, or extension being granted to the Service Provider or for any forbearance, act or omission or any such matter or thing whatsoever.

5. We, the Bank, agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged.
6. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Service Provider or StockHolding.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

1. The liability of the bank under this guarantee is restricted to a sum of Rs. _____/- (Rupees _____ only).
2. This Bank Guarantee will be valid for a period up to _____ (date).
3. A written claim or demand for payment under this Bank Guarantee on or before _____ (date) is the only condition precedent for payment of part/full sum under this guarantee.

For Issuing Bank

Name of Issuing Authority:

Designation of Issuing Authority:

Employee Code:

Contact Number:

Email ID: