## WEST BENGAL STATE COOPERATIVE BANK LTD



# **REQUEST FOR PROPOSAL (RFP)**

**Selection of Vendor** 

For

Supply, Implementation, Configuration and Support of Next Generation Firewall (NGFW)

For

The West Bengal State Cooperative Bank Ltd.

**REF NO.: HO/MD/1019** 

**RFP RELEASE DATE: 22/07/2025** 



## Disclaimer

The information contained in this RFP document, or any information provided subsequently to the bidder(s) whether verbally or in documentary form by or on behalf of The West Bengal State Co-operative Bank (WBSCB) 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 is neither an agreement nor an offer and is only an invitation by WBSCB to the interested parties for submission of bids. The bidder will be solely responsible for the execution of this project. The purpose of this RFP is to provide the bidder with information to assist in the formulation of their proposals. While effort has been made to include all information and requirements of WBSCB with respect to the solution requested, this RFP does not claim to include all the information the bidder may require. The bidder should conduct its own investigation and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and wherever necessary obtain independent advice. WBSCB 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. WBSCB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.



# **Notice Inviting Tender (NIT)**

Request for Proposal (RFP) for Supply, Implementation, configuration and support of Next Generation Firewall (NGFW)

Sealed tenders are invited from reputed and experienced vendors. The deadline for submission of bids through the Government of West Bengal's e-procurement site is August 16, 2025, by 1 PM.

The selected bidder will be responsible for Supply, Implementation, configuration and support of Next Generation Firewall (NGFW) for critical applications hosted at WBSCB HO like CCIL Application, NSDL Application and SFMS setup for NEFT/RTGS Payments.

All bidders participating in this NIT are required to demonstrate their respective products at our Head Office within seven (7) days after the opening of the Technical Bids and before the opening of the Commercial Bids.

The proposed next generation firewall must be fully operational within thirty (30) days from the issuance of the work order.

The tender document along with detailed terms and conditions are available on the Bank's website (www.wbstcb.com) and the Government of West Bengal's e-tendering portal (www.wbtenders.gov.in).

Sd/-

**Managing Director** 

The West Bengal State Cooperative Bank Ltd.

24A, Waterloo Street, Kolkata – 700 069



# Contents

1.	. Tender Highlights	6
2.	Scope of Work	8
3.	Instruction to the Bidder	8
	3.1 Eligibility Criteria	8
	3.2 Objective of Evaluation Process	9
	3.3 Technical Evaluation	10
	3.4 Commercial Evaluation	10
	3.5 Evaluation Mechanism	11
	3.6 Cost of Bidding	12
	3.7 Pre-Bid Clarification	12
	3.8 Amendment in RFP	12
	3.9 Bid Validity	12
	3.10 Late Bid	12
	3.11 Replacement & Withdrawal of Bid	13
	3.12 Bid Opening	13
	3.13 Preliminary Examination	13
	3.14 Submission of Technical Bid	14
	3.15 Submission of Commercial Bid	14
	3.16 Limitation of Liability	14
	3.17 Indemnity	15
	3.18 Bid Security – Earnest Money Deposit	15
	3.19 Performance Bank Guarantee	15
	3.20 Execution of Agreements/NDA	16
	3.21 Bidder's Liability	16
	3.22 Contract Period	17
	3.23 Force Majeure	17
	3.24 Cancellation of Contract	17
	3.25 Applicable Law and Jurisdiction of Court	18
	3.26 Payment Terms	18



3.26 Right to Audit	19
3.27 Deadline for Submission of Bid	19
3.28 Penalty	19
4. Time Schedule of the Project	19
5. Service Levels and Incident Priority	
6. Annexure	
ANNEXURE I: TECHNICAL REQUIREMENT SPECIFICATION	ONS 22
ANNEXURE II: FORMAT FOR PRE-BID QUERY	25
ANNEXURE III: CHECKLIST DETAILS	26
ANNEXURE IV: NON-DISCLOSURE AGREEMENT	27
ANNEXURE V: FORMAT FOR PERFORMANCE BANK GU	JARANTEE 29
ANNEXURE VI: COMMERCIAL BILL OF MATERIAL	31
ANNEXURE VII: LETTER OF CONFIRMATION	32
ANNEXURE VIII: MANUFACTURER AUTHORISATION FO	DRM33



# 1. Tender Highlights

Proposals are invited by WBSCB from eligible and experienced Authorized Partner of Next Generation Firewalls along with MAF for the procurement of said component in favor of The West Bengal State Cooperative Bank Ltd. and implement the same at the Head Office of the Bank.

PARTICULARS	DEADLINE
Project Name	Selection of Vendor for Supply, Implementation, configuration and support of Next Generation Firewall (NGFW) for The West Bengal State Cooperative Bank Ltd.
RFP Inviting Bank	The West Bengal State Cooperative Bank Ltd. (WBSCB)
RFP Reference No:	HO/MD/1019 Dated: 22/07/2025
Availability of RFP document	25-07-2025 To be downloaded from The West Bengal Government eProcurement System Website 'www.wbtenders.gov.in'
Cost of the Tender document (non-refundable) by NEFT/Online Transfer to account as per the details:	INR 10,000/- + INR 1800/- (GST) = INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only)
Earnest Money Deposit by NEFT/Online Transfer to account as per the details below:	INR 2,00,000/- (Rupees Two Lakhs Only)
Last date of submission of the Prebid Query	31/07/2025 up to 5:00 PM
Last date of submission of the Technical and Commercial bid	16/08/2025 on or before 1:00 PM
RFP Validity	180 days from the last date of submission of bids



Mode of Submission of RFP	Technical Proposal: Soft Copy Commercial Proposal: Soft Copy
Website for Uploading Proposals (Both Technical and Commercial)	www.wbtenders.gov.in
Date of Opening of the Technical Bids	18/08/2025 – 02:00 PM
Date of Opening of Commercial Bids	To be communicated to technically qualified bidders
Bank email id for RFP related communication	rfp_coopcbs2010@wbstcb.com
Communication Address	All communications, of Technical and Commercial Proposal documents should be addressed to:  The Managing Director, The West Bengal State Cooperative Bank, 24A Waterloo Street, Kolkata - 700069
Delivery Timelines	As per Section 4 mentioned in the RFP

**Note:** Bidders are required to strictly submit their bids, both technical cum eligibility criteria as well as commercial, in electronic form using the e-procurement system at "www.wbtenders.gov.in" Bids received after the closing of the bid submission deadline are summarily rejected without sighting any reason.

For online submission technical supporting documents should be submitted electronically by uploading to the website mentioned above on or before the final date & time of bid submission. The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check the website "www.wbtenders.gov.in" for any changes/addendums to the above schedule and/or any other changes to this RFP. The bank would not be responsible for any delay/lack of update directly to the bidder. Bidders are to confirm with the Bank the time and venue one day before any of the above events. Eligibility cum Technical bids will be opened in the presence of the bidder's representatives in virtual/physical mode who choose to attend the opening of the eligibility cum technical bid. No separate communication shall be sent in this regard. Subsequently, the Bank will evaluate the eligibility cum Technical Bids and the bidders shall be suitably intimated about the outcome, after evaluation.

Commercial bids will be opened in the presence of the bidder's representatives in virtual/physical mode, who are desirous to attend and are found qualified upon evaluation of the eligibility and technical bid by the Banks' appointed internal committee. However, if it is found that any given date indicated in the Schedule of Dates is a



public holiday, or WBSCB is closed on that day for any account, the activity would be shifted to the next working day of the bank.

Bidders are requested to download the RFP from The West Bengal Government eProcurement System Website **www.wbtenders.gov.in**. Bidder is required to pay the cost of the tender document of Rs. 11,800.00 (Rupees Eleven Thousand Eight Hundred only) inclusive of GST along with the Bid as a cost towards this RFP. The cost of the tender document should be paid by means of NEFT/Online Transfer as per details mentioned in Section 1. Tender Highlights.

This is a one-time non- returnable amount. The Bid not accompanied by the Cost of the Document shall be termed invalid and shall be summarily rejected.

## 2. Scope of Work

Bank has decided to deploy a layer of additional security controls to safeguard the critical payment channels viz. CCIL, NSDL including SFMS for NEFT & RTGS payment systems hosted at Bank's Head office in Kolkata.

- Bidder shall supply, install, configure, test, commission, maintain and support for the Next Generation Firewall (NGFW) as specified in technical specifications **Annexure I**.
- The firewall should be provided with 5 years comprehensive warranty.
- Bidder shall configure & commission of NGFW (Security features and its configuration as per WBSCB's policy).
- The bidder will be responsible for quarterly one proactive visit during the entire contract tenure.
- Bidder to provide onsite visit & support in case of any configuration changes required in NGFW.
- The tenure of the support phase will 5 years post implementation of the NGFW where bidder will be doing the required configurations and replacement support (if required).
- In case of hardware fault, the bidder should ensure replacement device from OEM within Next Business Day (NBD Support).
- The NGFW should be in High Availability (HA) bundle, in case of failure there should not be any impact to the services and all the required licenses should be provided by the OEM.

#### 3. Instruction to the Bidder

#### 3.1 Eligibility Criteria

Sr. No.	Eligibility Criteria	Supporting Documents			
1.	The Bidder must be a Government Organization / PSU / PSE or a Public / Private Limited incorporated in India.	Certificate of Incorporation and other Documentary evidence to be attached.			
2.	The Bidder must have been in the Business of providing Software/Hardware Services at least for the last 5 years.	Copy of the purchase order of providing software/hardware to clients as evidence that Bidder is in business for last 5 years.			



Sr. No.	Eligibility Criteria	Supporting Documents
3.	The Bidder must have registration under GST and have a valid PAN.	Self-Attested GST Registration Certificate and PAN.
4.	The bidder should have an average annual turnover of at least <b>INR 1 Crore</b> for the last three financial years (2021-2022, 2022-2023, 2023-2024).	Audited Balance Sheet and Profit & Loss Account Statement for the last three financial years
5.	The bidder should be a Profit-making company (before tax) for each of the last three financial years (2021-2022, 2022-2023, 2023-2024) from the Indian operations.	Audited Profit and Loss Account Statement for the last three financial years
6.	Bidder shall not have been blacklisted during the last three (3) years as on the date of submission of bid by State/Central Government, Government organizations, Government undertakings, Public Sector enterprises, Scheduled Banks / Commercial Banks / Regional Rural Banks / Cooperative Banks.	The Bidder must submit a notarized affidavit on non-judicial stamp paper of Rs.100/-(Rupees Hundred) declaring the same.
7.	Bidder should have prior experience in the supply, install, configure, commission and support of Next Generation Firewall in at least 2 Scheduled Banks / Commercial Banks / Regional Rural Banks / Cooperative Banks/Government Organization/ Reputed Pvt. Organization.	Copy of the order and / or Certificate of completion of the work.  Bidder can also provide Credentials from clients in the form of Purchase Orders / Contract Agreements / Credential Letters etc. evidencing the same.
8.	The Bidder should be the authorized Partner of the proposed OEM of Next Generation Firewall.	Bidder has to submit a Manufacturer Authorization Form from OEM as per Annexure-VIII.

NOTE: Documentary evidence in support of the above-mentioned eligibility criteria is to be submitted with the bid failing which the offer shall be liable for rejection. The Bank reserves the right to seek additional documents in future from the Bidder in connection with this RFP. Consortium is not allowed.

#### **3.2 Objective of Evaluation Process**

- I. The objective of the evaluation process is to evaluate the bids to select an effective and right fit solution at a competitive price. The evaluation by the Bank will be undertaken by an Internal Committee formed by WBSCB. The Bank may consider recommendations made by External Experts/ Consultants on the evaluation. The decision of the committee shall be final.
- II. Each recipient acknowledges and accepts that the internal committee may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of solution, not limited to those selection criteria set out in this RFP document.



#### 3.3 Technical Evaluation

- Initially only the 'Technical Bids' will be opened and evaluated. All technical bids will be evaluated, and a technical score would be arrived at.
- In second stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial evaluation.

#### 3.3.1. Preliminary Examination Of Offers

• The internal committee will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The committee plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The committee reserves the right for such waivers and the committee's decision in the matter will be final.

#### 3.3.2. General Eligibility Criteria

• The internal committee shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria (section 3.1) shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

#### 3.3.3. Technical Bid Evaluation Criteria

- The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. The internal committee may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received within the stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the bidder.
- The Bidder is required to submit the compliance to Annexure I Technical specifications and terms & conditions of the RFP. Deviations and non-conformance to Annexure I Technical specifications in the RFP will be disqualified.

## 3.4 Commercial Evaluation

It may be noted that commercial bids will be subjected to following evaluation process –

- Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation. Only those bidders passing in the technical evaluation will be short-listed for commercial evaluation.
- The Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened through online e-tendering. The format for quoting commercial bid is set out in **Annexure-VI.** The commercial offer should consist of comprehensive Cost for required firewall. The internal committee will determine whether the Commercial Bids are complete, unqualified, and unconditional. The technically qualified bidders will be required to participate in the commercial bid opening. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:



- If there is a discrepancy between words and figures, the amount in words shall prevail.
- Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of committee, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.
- Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- If there is a discrepancy in the total, the correct total shall be arrived at by committee.
- In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- At the sole discretion and determination of the committee, the committee may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- During the process of technical/commercial evaluation, if committee decides to withdraw any collateral item offered in the proposal, the commercial value of that item will be reduced from the commercial offer of all the bidders and TCO will be recalculated accordingly.
- Internal committee may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
- The internal committee shall not incur any liability to the affected bidder on account of such rejection.
- The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4<sup>th</sup> or subsequent decimal point to finally arrive at two decimal points only.

#### 3.5 Evaluation Mechanism

- The bidders fulfilling the eligibility criteria will be considered for technical evaluation. Technical Bids will be opened and evaluated. Only those bidders passing in the technical evaluation will be short-listed for commercial evaluation. The bidder with the lowest commercial bid shall be declared L-1.
- WBSCB reserves the right to float the RFP again. The Banks shall not incur any liability to the bidder(s) on
  account of reissue of RFP. Banks shall not be obliged to inform the bidder(s) of the grounds for the Bank's
  rejection. The Banks reserves the right to modify any items of the scope of the RFP. The RFP may be
  reissued on account of following:
  - o If none of the bidders qualify in the technical bid evaluation.
  - o If only one bidder qualifies in the technical bid evaluation.



- o If selected bidder fails to execute the Agreement within the time limit stipulated. Any decision in this regard by Banks shall be final, conclusive, and binding on the bidders.
- Banks may call upon the ultimate short-listed bidder to make a detailed presentation to the Internal Committee of the Bank.
- The L-1 vendor shall be decided on the basis of the Techno-Commercial evaluation as mentioned in the RFP document.
- The bidder should quote costs for all the lines items as per commercial bid. The cost quoted also includes the cost of deliverables for all the phases of the Project.
- If any vendor fails to quote against any of the services sought by the Banks, it will be presumed by the
  Banks that the cost of such items is included in the overall cost and will not accept any plea or excuse
  from the vendors later and such services have to be provided to the Banks without any extra cost along
  with all other services.

## 3.6 Cost of Bidding

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

The Bidder is expected to examine all instructions, annexures, scope of the consultancy services, terms and conditions etc. in the bidding documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in any aspect will be at the Bidder's risk and may result in the rejection of its bid.

#### 3.7 Pre-Bid Clarification

The prospective bidders, who wish to participate in this RFP/tender shall be permitted to send queries through email. Bank will provide clarifications and release corrigendum if required.

#### 3.8 Amendment in RFP

At any time prior to the deadline for submission of bids, WBSCB, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment.

All prospective bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail or through addendum published on bank's website and will be binding on them.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, WBSCB, at its discretion, may extend the deadline for the submission of bid.

#### 3.9 Bid Validity

Bid shall remain valid for 180 days from the date of opening of Technical Bid.

#### 3.10 Late Bid

Any bid received after the deadline for submission of bids prescribed by the WBSCB, in Request for Proposal, will be rejected and returned unopened to the Bidder.



## 3.11 Replacement & Withdrawal of Bid

The Bidder may replace or withdraw its bid after the bid's submission, provided that written notice of the substitution or withdrawal of the bids is received by the WBSCB prior to the deadline prescribed for submission of bids.

The Bidder's substitution or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Section 3.14 (Submission of Technical Bid). A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

No bid can be modified after the deadline for submission of Bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to Section 3.18 (Bid Security – Earnest Money Deposit).

## 3.12 Bid Opening

- a) WBSCB will open only the Technical Bids as per the schedule mentioned in RFP. The Commercial bids for technically qualified bidders only will be opened on a later date subsequent to the technical evaluation. WBSCB will notify the place, date and time of opening of the Commercial bids to the technically qualified bidders.
- b) Attendance of all the authorized representatives of the bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.
- c) Bids and modifications if any that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.

## 3.13 Preliminary Examination

- a) WBSCB will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b) Arithmetical errors if any will be rectified on the following basis:
  - a. If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- c) WBSCB, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and WBSCB reserves the rights for such waivers.
- d) Prior to the detailed evaluation, WBSCB will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the RFP without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Force Majeure, Applicable Laws and Taxes & Duties will be deemed to be material deviation. WBSCB's determination of a



Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

e) If a bid is not substantially responsive, it will be rejected by the WBSCB and may not subsequently be made responsive by the bidder by correction of the non -conformity.

#### 3.14 Submission of Technical Bid

- 1. The Bidders shall submit the Technical Bid in the online tendering platform.
- 2. Bidder shall not allow/permit changes in the technical specifications once it is submitted.
- 3. The offer may not be evaluated in case of non-adherence to the format or partial submission of technical details as per the format given in the RFP.
- 4. Non-submission or partial submission of the information along with the offer may result in disqualification of the bid of the concerned bidder.
- 5. The Technical Bid must not contain any price information.
- 6. The bidder should submit the required documents with proper index and page number on each page.
- 7. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialled and stamped by the person or persons signing the bid.
- 8. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 9. Soft copy of complete technical bid shall also be submitted in the website The West Bengal Government eProcurement System Website 'www.wbtenders.gov.in'.
- 10. Checklist for Bid Submission is provided in Annexure-III.

#### 3.15 Submission of Commercial Bid

- 1. The Bidders shall submit the Commercial Bid in the online tendering platform.
- 2. Soft copy of the complete Commercial bid shall also be submitted in the website The West Bengal Government eProcurement System Website 'www.wbtenders.gov.in'.
- 3. Bidders are requested to submit the man days cost for customization effort as per Commercial Bill of Material which will be considered for overall TCO calculation. However, the same cost will be applicable as and when required basis during the tenure of the contract.

#### 3.16 Limitation of Liability

The aggregate liability of the Bidder in connection with this Agreement, the services provided by the bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including all liability shall be the actual limited to the extent of the total contract value.



## 3.17 Indemnity

The Bidder shall, at its own cost and expenses, defend and indemnify WBSCB against all third-party claims including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the performance of the contract.

The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If WBSCB required to pay compensation to a third party resulting from such infringement etc., The Bidder will bear all expenses including legal fees.

WBSCB will give notice to the Bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

The Bidder shall also be liable to indemnify WBSCB, at its own cost and expenses, against all losses/damages, which WBSCB may suffer on account of violation by the Bidder of any or all applicable national/international trade laws. This liability shall not ensue if such losses/damages are caused due to gross negligence or wilful misconduct by WBSCB or its employees.

## 3.18 Bid Security – Earnest Money Deposit

- a) The bidder shall furnish as part of its bid, bid security of INR 2,00,000/- (Rupees Two Lac Only). The bid security shall be denominated in INDIAN RUPEES only and should be in the form of NEFT/Online Transfer.
- b) The Earnest Money Deposit should be paid by means of NEFT/Online Transfer as per details mentioned in Section 1 of the RFP.
- c) Any bid not secured in accordance with Section- 3.18 (a) and 3.18 (b) above will be rejected by WBSCB as non-responsive.
- d) The Bid Security submitted by the bidder will be forfeited if:
  - i. The bidder withdraws his tender before processing of the same.
  - ii. The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
  - iii. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
  - iv. The bidder violates any of the provisions of the terms and condition of this tender specification
- e) The bid security will be refunded to:
  - i. The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value (upto warranty period) with 6 (six) months claim period.
  - ii. The unsuccessful bidders, only after the acceptance of the "Letter of Appointment" and submission of PBG by the selected bidder.

## 3.19 Performance Bank Guarantee

The Bidder should furnish a Performance Bank Guarantee (PBG) valid for the entire warranty period which is Five (5) years with an additional claim period of 90 days, to the extent of 10% of the value procurement value.

**a.** The PBG shall be denominated in Indian Rupees and shall be issued by a Scheduled Commercial Bank only as per the given format **Annexure V.** All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the bidder.



- b. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- **c.** In the event of the Bidder being unable to provide services as per the RFP for whatever reason, then WBSCB may invoke the PBG.
- **d.** In the event of delays by the Bidder in the implementation of project beyond the schedules given in the RFP, then WBSCB may invoke the PBG.
- **e.** Notwithstanding and without prejudice to any rights whatsoever of WBSCB under the contract in the matter, the proceeds of the PBG shall be payable to the Banks as compensation by the Bidder for its failure to complete its obligations under the contract. The banks shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is at fault.
- **f.** The Bank shall also be entitled to make recoveries from the bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Licensee due to inadvertence, error, collusion, misconstruction, or misstatement.
- g. The PBG may be discharged/returned by all the banks after the contract end and claim period from the date of issuing the PBG 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 PBG.

## 3.20 Execution of Agreements/NDA

The selected bidder shall execute a Non-Disclosure Agreement (NDA) on the draft suggested by the WBSCB. As the selected Bidder will have access to the data/information of the WBSCB while implementing the project as per the defined scope under RFP, the bank will require the Bidder to sign a non-disclosure agreement undertaking not to disclose or part with any information relating to the WBSCB and its data to any person or persons, as may come into possession of the Bidder during the course of the implementation and security integration. All expenses and costs for execution of the Contract/Agreement and NDA shall be borne by the bidder.

## 3.21 Bidder's Liability

Bidders' aggregate liability shall be limited to the total contract value during the Contract Period.

WBSCB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Bidder as part of this agreement or infringement of any patent, trademarks, copyrights, intellectual property rights etc. or such other statutory infringements or any other law in respect of the services provided by the vendor. In such case the entire liability will be borne by the bidder.

In no event shall a Party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the software delivered.

All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this Agreement will remain unchanged unless explicitly communicated by WBSCB in writing to the bidder. WBSCB shall not be responsible for any judgments made by the Bidder with respect to any aspect of the assignment. The Bidder shall at no point be entitled to excuse themselves from any claims by WBSCB whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this Agreement.

The Bidder undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.



#### 3.22 Contract Period

The firewall should be provided with 5 years comprehensive warranty. The Bank reserves the right to terminate the contract or cancel the Purchase Order, if issued, at any time in case the Successful Bidder fails to meet any of the requirements as mentioned in the RFP.

#### 3.23 Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that it's delays in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of WBSCB in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions.

If a Force Majeure situation arises, the Bidder shall promptly notify WBSCB in writing of such condition and the cause thereof within fifteen calendar days. Unless otherwise directed by WBSCB in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 3.24 Cancellation of Contract

WBSCB reserves its right to cancel the entire / unexecuted part of the Purchase Order (after providing a cure period of 30 days and thereafter providing a 30 days' notice period) by assigning appropriate reasons in the event of one or more of the following conditions:

- Delay in delivery beyond the specified period for delivery.
- Delay in installation, customization, and implementation beyond the specified period.
- Serious discrepancy noticed during the reference checks.
- Repetitive software/ hardware failures/ poor service after GO LIVE
- Delay in extraction and conversion of legacy data and uploading converted data beyond the stipulated period.
- Major breach of trust is noticed during any stage of the project
- Any other appropriate reason in view of WBSCB.
- Breach of confidential information of WBSCB by the bidder.

In addition to the cancellation of purchase order, WBSCB reserves the right to foreclose the Bank Guarantee given by the Bidder against the advance payment to appropriate the damages.

In the event of termination for whatsoever reason, the Bidder shall be paid up to the stage of services rendered as per the payment terms defined in the RFP till the point of termination after deducting SLA penalty/Liquidated damages, if any.



## 3.25 Applicable Law and Jurisdiction of Court

The Contract with Bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts in Kolkata / Honourable High Court at Kolkata (with the exclusion of all other Courts).

#### 3.26 Payment Terms

The successful bidder shall submit the following documents to WBSCB before raising invoices:

- Contract Agreement with Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA)
- Transferring of Performance Bank Guarantee for warranty period (PBG)

#### **Supply Installation Configuration of Firewall:**

- 40% to be released post successful supply of NGFW and verification by Bank and Successful submission of Performance Bank Guarantee (PBG).
- 50% to be released post successful Implementation and Sign-off from Bank
- 10% to be released after 1 month of successful Implementation and Sign-off from Bank.

#### Notes:

- 1. All payments shall be released after deducting applicable penalties, taxes, NEFT Charges etc.
- 2. The quoted price should be as per scope, functional requirements & technical specifications mentioned in the RFP.
- 3. The quoted price should be inclusive of Travelling, Boarding, and Lodging and for any incidental expenses. The bank shall not bear any other cost other than the one indicated in the Commercial Bid format.
- 4. Applicable taxes like TDS and NEFT charges, if any will be deducted from the amount payable.
- 5. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.
- 6. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 7. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
- 8. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to the appreciation/depreciation of Indian rupees against any other currency is not acceptable.
- 9. Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
- 10. Bids shall be submitted strictly as per the format given in the bid and any addition/deletion/change in the format will be summarily rejected.
- 11. Bids without the signature of the authorized signatory of the bidder will be summarily rejected.

Bank reserve its right to accept / reject any bid, which is not in line with these conditions.



## 3.26 Right to Audit

WBSCB reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder. The bidder should allow the persons authorized by it or audit agency/personnel identified by Bank to access documents, records or transaction or any other information given to, stored or processed by Vendor within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by regulatory bodies.

## 3.27 Deadline for Submission of Bid

Bids must be received by WBSCB through online tendering platform specified under Section - 3.14, point no 9 and not later than the time and date specified in the RFP or its subsequent addendums. In the event of the specified date for the submission of bids being declared a holiday for WBSCB, the bids will be received up to the appointed time on the next working day.

WBSCB may, at its discretion, extend the deadline for submission of bids by amending the RFP in accordance with Section 3.8, in which case all rights and obligations of WBSCB and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 3.28 Penalty

- 1. In case of late delivery beyond the mentioned timeline, Rs. 500/- will be levied as late delivery penalty for each day of delay.
- 2. Engineer should attend a reactive call and provide resolution as per the Incident Reporting Criticality or else Penalty will be imposed as per Section 5 of the RFP.
- 3. Device should have a quarterly uptime of 99%. Else penalty of Rs. 2000/- for each 1% of deviation or part thereof.

## 4. Time Schedule of the Project

Description	Timeline
Acceptance of Purchase order by the selected Bidder.	Within 5 Days of receipt of
	Purchase order
Bidder to execute contract consisting of SLA, NDA, and furnish PBG at a rate of	1 Week from date of PO
10% of the project cost	issuance
The proposed next generation firewall should be delivered within the premises	2 Weeks from the date of
of WBSCB HO.	PO
The installation, configuration and go-live of the NGFW should be completed	Within 1 Week of delivery
as per requirement of Bank.	

## 5. Service Levels and Incident Priority

This clause includes the Service Level Agreement (SLA)s which Bank requires from the Successful Bidder to manage and maintain as one of the key performance indicators for the defined scope of work in Section-2 and Annexure -I (Technical Specification). The objective of the SLA is to clearly define the levels of services to be delivered by the successful Bidder to Bank for the duration of the contract.



The successful Bidder shall provide onsite support and manage NGFW, as per Scope of Work (Annexure 2) for 24 (twenty-four) x 7 (seven) or as defined elsewhere in this RFP.

Service Levels should be complied with irrespective of the Changes that the applications would undergo during the tenure of the Contract.

The following section reflects the measurements to be used to track and report performance on a regular basis.

## **Incident Reporting**

Criticality	Description	Response Time	Resolution Time
Priority 1 – Critical Threat/ Severe Incident	<ol> <li>Direct threat or impact to the credibility of the Bank</li> <li>Immediate widespread and large-scale customer impact and there is no workaround available.</li> <li>Direct threat or damage to client, core business processes, users accessing the system, regulatory or servicing capabilities</li> <li>Serious and / or widespread customer impact resulting in material damage, reputation loss and media attention</li> <li>Any problem due to which 200 or more internal users cannot access the business systems.</li> <li>The solution cannot function normally without this issue being resolved.</li> <li>Delay in Start/End of day BAU activities.</li> </ol>	10 minutes	30 minutes
Priority 2 – Significant incident	<ol> <li>Any problem due to which less than 200 users but more than 100 users cannot access the business systems</li> <li>Any incident which is classified as "Critical" for which an acceptable (by Bank) workaround has been provided by the M/s Infosys and there is no material damage &amp; reputational loss to Bank</li> <li>Bank experiences a loss of Service. Certain features are unavailable. However, operations can continue in a restricted manner</li> <li>Unavailability of application during non-business hours</li> </ol>	15 minutes	60 minutes
Priority 3 / Limited Incident	Minor degradation to a service, business process or location which will not result to any material damage or reputational loss to Bank	60 minutes	120 minutes



Criticality	Description	Response Time	Resolution Time
	2. Has the potential to turn into a significant incident if not resolved within the defined time		
	3. Any problem where less than 100 users cannot access the application		
	4. Impact to internal workflow systems with limited risk to critical systems or processes		

# **Service Delivery levels**

Activity	Deliverable	Target/Service level	Penalty
Submission of PBG and Signing of Contract.	PBG & Signed Contract.	1 week for PO Issuance	PBG submission: Rs. 200/- per day of delay.  Contract signing: Rs. 200/- per day of delay.
Delivery, Installation and Commissioning of equipment.	Delivery of Equipment and Installation and setup of NGFW	3 Weeks from the date of PO	0.5% of the work order value per week or part of the week of delayed period.
Incident Reporting as per Section 5	Complaint resolution	As per resolution timeline in Section 5	Rs. 200/-per hour of delay beyond mention Resolution time
Repeated occurrence of the issues in equipment despite resolutions by the Service Provider.	Permanent replacement of the equipment with a new one of equal or higher specification.	Within 15 days of lodging of Compliant	Rs. 2,000/- per day of delay.
Submission of RCA report for failure or complaint when asked by Bank	RCA Report	Within 7 days of Bank request.	Rs. 1,000/- per day of delay.



## 6. Annexure

# ANNEXURE I: TECHNICAL REQUIREMENT SPECIFICATIONS

Bidder must provide mandatory compliance to all the technical requirement specifications of the Next Generation Firewall.

Area	Sr. No.	Particulars Particulars	Bidder's Compliance (Y/N)	Bidder Remarks, if any
General Requirements	1	Network security appliance should support "Stateful" policy inspection technology. It should also have application intelligence for commonly used TCP/IP protocols like telnet, ftp etc.		
Hardware & Interface	1	The platform must be supplied with minimum 8 x1G BASE-T-Ethernet interfaces (RJ-45), 8 x10G BASE-T-Ethernet interfaces (RJ-45) Ethernet interfaces and can be extendable 8x10G(SFP +) in future		
requirements	2	The Appliance should have 1 USB & 1 dedicated Console Ports		
	1	Appliances having 12 Core and frequency of 2.9GHz  Minimum 10 Gbps Firewall throughput, Minimum NGFW throughput of 10Gbps, 1.5 million concurrent sessions, and 110,000 connections per second support from day one		
	2	Minimum IPS throughput of 10 Gbps for real world traffic or enterprise mix traffic		
Performance and Availability	3	Minimum Threat Prevention Throughput (measured with Firewall, IPS, Application Visibility Control and Malware Protection enabled) of 10Gbps for real world traffic or enterprise mix traffic		
	4	IPSec VPN throughput: minimum 5.5 Gbps		
	5	Proposed solution must support minimum 2 X 32GB system memory firewall from day one		
	6	Solution should have dual in-build PS redundancy from Day-1		
	1	Static Routing		
Routing	2	Policy Based Routing		
Protocols	3	The Firewall should support Dynamic Routing Protocol for RIP1 & 2, OSPF, BGP, RIPng.		
	1	Firewall should provide application inspection for LDAP, SIP, H.323, SNMP, FTP,SMTP, HTTP, DNS, ICMP, DHCP, RPC,SNMP, IMAP, NFS etc.		
	2	IPv6-enabled inspection services for applications based on HTTP, FTP, SMTP, ICMP, TCP, and UDP		
Firewall Features	3	Allows secure deployment of next-generation IPv6 networks, as well as hybrid environments that require simultaneous, dual stack support of IPv4 and IPv6		
reatures	4	The firewall should support transparent (Layer 2) firewall or routed (Layer 3) firewall Operation		
	5	The Firewall should support ISP link load balancing.		
	6	Firewall should support link aggregation functionality to group multiple ports as single port.		



	7	Firewall should support minimum VLAN ID 4094	
	8	Firewall should support static NAT, dynamic NAT, and PAT	
	9	Firewall should support IPSec data encryption	
	10	It should support the IPSec VPN for both site-site and remote access VPN	
	11	Firewall should support IPSec NAT traversal.	
	12	Support for standard access lists and extended access lists to provide	
		supervision and control	
	13	control SNMP access through the use of SNMP and MD5 authentication.	
		Firewall system should support virtual tunnel interfaces to provision	
	14	route-based IPSec VPN	
	15	The Firewall should have integrated solution for SSL VPN	
	16	It should support the authentication protocols RADIUS/TACACS, LDAP and PKI methods	
	17	Licensing should be a per device and not user or IP based (should support unlimited users)	
	1	IPS should able to detect malicious traffic in IPV4, IPV6 and hybrid IPV6 and IPV4 network environment	
	2	Signature based detection using real time updated database & should have minimum 25000+ IPS (excluding customer signature) signature database from day one	
	3	Support SYN detection and protection for both targets and IPS devices.	
Internated IDC	4	The device shall allow administrators to create Custom IPS signatures	
Integrated IPS Features Set	5	Should have a built-in Signature and Anomaly based IPS engine on the same unit	
	6	Signature based detection using real time updated database	
	7	Supports automatic security updates directly over the internet. (ie no dependency of any intermediate device)	
	8	Security check updates do not require reboot of the unit.	
	9	Configurable IPS filters to selectively implement signatures based on	
		severity, target (client/server), protocol, OS and Application types.	
	1	Firewall should support antimalware capabilities, including antivirus, botnet traffic filter and antispyware	
		Solution should be able to block traffic between infected host and	
	2	remote operator and not to legitimate destination	
	3	Solution should have an option of packet capture for further analysis of	
		the incident	
Antivirus &	4	Solution should uncover threats hidden in SSL links and communications	
Antibot	5	The Solution should prevent if any attack came through multiple protocol HTTP, HTTPS, SMTP, CIFS, SMB etc.	
	6	The proposed system shall provide ability to allow, block attachments or downloads according to file extensions and/or file types	
	7	The proposed system should be able to block or allow oversize file based on configurable thresholds for each protocol types and per firewall policy.	



		The application should have default facilities AI driven capabilities for		ı		
	8	detection, blocking, analysis and containment of targeted and		ı		
		persistent malware  Should support features like Web Filtering Application Central (				
	1	Should support features like Web-Filtering, Application-Control ( Gateway level DLP )from day one		i		
	2	The proposed system should have integrated Enterprise-class Web Content Filtering solution				
	3	QoS features like traffic prioritization, differentiated services,. Should support for QoS features for defining the QoS policies.				
	4	It should support the VOIP traffic filtering		<u> </u>		
	5	Appliance should have identity awareness capabilities		1		
Other support	6	Users of LAN or WAN can go to internet through this firewall using port-based proxy and or transparent proxy both features. Should provide a login facility to the users in accordance with calendar and				
		time wise web filtering control.				
	7	Must support Active / Active / Passive, Clustering High Availability configuration		<u> </u>		
	8	Should support reputation and category-based URL filtering offering comprehensive alerting and control over suspect web traffic and enforces policies on more than 280 million of URLs.		ı		
Management & Reporting functionality	1	Support for Built-in Management Software for simple, secure remote management of the security appliances through integrated, Web-based GUI.				
	2	Support accessible through variety of methods, including console port, Telnet, and SSHv2				
	3	The solution should have option for firewall configuration audit & compliance check to be done in automated or manual process				
	4	Should be capable to provide a convenient method for alerting administrators when critical events are encountered, by sending e-mail alert messages to administrator defined e-mail addresses				
	5	Solution must allow administrator to choose to login in read only or read-write mode				
	6	Should be able to integrate with all popular SIEM solutions for event correlation and management				



### ANNEXURE II: FORMAT FOR PRE-BID QUERY

RFP Ref. No. HO/MD/1019 Dated: 22/07/2025

If, the bidder, desiring to respond to RFP for Selection of Vendor for Supply, Implementation, configuration and support of Next Generation Firewall (NGFW) for The West Bengal State Cooperative Bank Ltd. requires any clarifications on the points mentioned in the RFP, it may communicate with West Bengal District Central Co-Operative Bank Ltd. using the following format (in a Microsoft Excel (.xls/.xlsx) format).

All questions received within the last date of receiving Pre-bid queries mentioned in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidders if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, WBSCB Bank may at its discretion, may or may not answer all queries in the Pre-bid meeting.

Section Number	Page Number	Point Number	Original Clause	Query	WBSCB Bank Response



#### **ANNEXURE III: CHECKLIST DETAILS**

To, The Managing Director, The West Bengal State Co-operative Bank Ltd. 24A, Waterloo Street, Kolkata – 700 069

RFP Ref. No. - HO/MD/1019

Date - 22/07/2025

Dear Sir,

Below Checklist details has been attached with the technical Bid in the E-tendering platform www.wbtenders.gov.in.

Sr No	Particulars	Documents Attached (Yes/No)
1.	Compliance of RFP document (RFP & Its corrigendum to be signed & Stamped by bidder)	
2.	ANNEXURE VII: Letter of Confirmation	
3.	Notarized affidavit on non-judicial stamp paper of Rs.100/- (Rupees Hundred) declaring non-blacklisting as per details mentioned in Section 3.1 Eligibility Criteria	
4.	Proof of Submission of Tender Document Fee and Earnest Money Deposit	
5.	Certificate of Incorporation of Bidder.	
6.	ANNEXURE VIII: Manufacturer Authorizations Form for Next Generation Firewall	
7.	Self-attestation copy of Bidder indicating GSTIN No. and PAN No.	
8.	Balance sheet and Profit and Loss statement of last 3 financial years.	
9.	Client Credential letters supporting clause 2 of Section 3.1 Eligibility Criteria	
10.	Client Credential letters supporting clause 7 of Section 3.1 Eligibility Criteria	
11.	Compliance to Annexure I (Technical Requirement Specification)	
12.	ANNEXURE IV: Non-Disclosure Agreement with WBSCB.	
13.	Escalation matrix for Issue Resolution	
14.	Service Levels	

ANNEXURE VI: COMMERCIAL BILL OF MATERIAL has been uploaded in the E-tendering platform **www.wbtenders.gov.in**. We confirm that there is no price disclosure in the Technical Bid submitted by us.

WBSCB may ask for additional details with respect to the Bid, and same shall be provided by us within the stipulated timeframe of the Bid. Annexure- III has been enclosed with the Bid.

Place:

Date:

SEAL (Authorized Signatory)



#### ANNEXURE IV: NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") effective from xx <August> 2025 ("Effective Date") is formed between The West Bengal State Co-operative Bank Ltd., having head office at The West Bengal State Co-operative Bank Ltd, 24A Waterloo Street, Kolkata 700069 ("Customer") and \_\_\_\_\_\_("Company") having its Registered office at \_\_\_\_\_\_ to share Confidential Information for the purpose of assessing potential business relationships ("Purpose").

#### Parties agree as follows:

- 1. The party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is Recipient.
- 2. Confidential Information means information of a party that is identified with either a restrictive legend, or where the circumstances surrounding disclosure indicate the information is confidential. Confidential Information includes proprietary information, personal data and sensitive personal data of individuals, and other information relating to financing strategies, organizational strategies, trade secret information, financial information, pricing policies, operational methods, marketing information and other business affairs of Company relating to the business. oral, visual or written communication made to each other shall be considered to be Confidential.
- 3. The Recipient may disclose Confidential Information only to (a) its employees, agents, subcontractors, majority owned affiliates; (b) those having a need to know the Confidential Information for the Purpose or otherwise for the benefit of the Discloser, where the above persons/entities are bound by confidentiality obligations as stringent as those contained herein.
- 4. Information disclosed under this Agreement will be governed by this Agreement for five (5) years following the initial date of disclosure. Upon the request of the Discloser, all Confidential Information, in possession of the Recipient and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), shall be returned to Discloser or destroyed by the Recipient, and the Recipient will certify that the provisions of this paragraph have been complied with.
- 5. The Recipient will use at least the same care, but no less than reasonable care, to avoid disclosure of the Discloser's Confidential Information as it uses with its own Confidential Information and will use the Discloser's Information only for the purpose for which it was disclosed.
- 6. This Agreement will not apply to any information that (a) is or becomes publicly available without breach of this Agreement; (b) is known by the Recipient without any confidentiality obligation, (c) is rightfully received from a third party who did not acquire such information by a wrongful or tortuous act; (d) is independently developed by the Recipient or (e) is authorized by the Discloser for release. Notwithstanding anything to the contrary, this section will not apply to any personal data or sensitive personal data processed by either party arising out of the relationship by the parties, unless permitted by law.
- 7. If a governmental entity or legal authority requires the Recipient to disclose Confidential Information, the Recipient will give the Discloser prompt written notice sufficient to allow the Discloser to seek a protective order. The Recipient will also use reasonable efforts to obtain confidential treatment for any such Confidential Information.



- 8. No rights are granted to use the Confidential Information except for the express limited rights stated in this Agreement. The Confidential Information remains the exclusive property of the Discloser.
- 9. This Agreement shall be governed by the laws of India, and both parties further consent to jurisdiction by the courts in Kolkata, India.
- 10. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Any terms of this Agreement, which by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assignees.
- 11. The parties will comply with all applicable export and import laws and regulations to the extent they apply to the Confidential Information.
- 12. All right, title and interest (and associated intellectual property rights) in the Confidential Information and derivatives shall belong to Discloser and its licensors (as case maybe).
- 13. The receipt of Confidential Information under this Agreement will not limit the Recipient from providing or developing products or services which may be competitive with products or services of the Discloser or assigning responsibilities to its employees, agents or subcontractors provided the Recipient does not breach any of the terms of this Agreement.
- 14. In case of breach, the affected party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.

This Agreement is the entire agreement regarding the use and disclosure of Confidential Information and replaces any prior oral or written communications between us regarding these disclosures. By signing below, each party agrees to the terms of this Agreement. This Agreement may only be altered or modified by written instrument duly executed by both parties. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy facsimile or digital image) is considered an original. All waivers shall be in writing. If any provision(s) hereunder is unenforceable, the remaining provisions shall be held valid and enforceable. Notices shall be in writing and to the addresses captured herein or notified by the other party. The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties. This Agreement will be effective as of the Effective Date.

<bidder's name=""></bidder's>	The West Bengal State Cooperative Bank Limited
Sign:	Sign:
Name:	Name:
Designation:	Designation:
Date:	Date:
Seal:	Seal:



## **ANNEXURE V: FORMAT FOR PERFORMANCE BANK GUARANTEE**

## (ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

RFP Ref. No. – HO/MD/1019	Date - 22/07/2025
WHEREAS (herein after called "The Bidder") has submitted its bid dated (date of submissi the(Scope of Work) in response to West Bengal State Request for Proposal ( RFP ) No. HO/MD/1019 dated 22/07/2025.	
KNOW ALL PEOPLE by these presents that WE (name of bank) of e of country) having our registered office at (address of bank) (herein after called "the Beneficiary") in the sum of INR only) for Which payment will and truly to Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed wi	Bank") are bound unto /-(Rupees be made to the said
the said Bank this day of, 2025.	itil the common sear of
THE CONDITIONS of this obligation are:	
We undertake to pay the Beneficiary up to the above amount upon receipt of its first wr the Beneficiary having to substantiate its demand, provided that in its demand the beneficiant amount claimed by it is due to it owing to the occurrence of above condition, specifying the	iciary will note that the
<ol> <li>This guarantee will remain in force up to 39 months from the date of signin to (date of warranty expiry), and any demand in respect thereof should than the above date. Notwithstanding any other term contained herein:         <ul> <li>a. This guarantee shall be valid only up to (Guarantee End Date) whereu expire irrespective of whether the original guarantee is returned to the Bank or n</li> <li>b. The total liability of Bank under this guarantee shall be limited toonly)</li> </ul> </li> </ol>	I reach the Bank not later upon it shall automatically not; and
2. Notwithstanding anything to the contrary, the decision of the purchaser Solution/service/hardware/software has failed to perform as per the said contract and contractor has failed to maintain the Consultancy services and systems as per the terms a contract will be final and binding on the Bank and the Bank shall not be entitled to ask the claim or claims under this Guarantee but shall pay the same to the purchaser forthwith any demur, reservation, recourse, contest or protest and/or without any reference to demand made by the purchaser on the Bank shall be conclusive and binding not wit between the purchaser and the contractor or any dispute pending before any Court, To other authority.	d also as to whether the and conditions of the said purchaser to establish its on mere demand without the contractor. Any such that and ing any difference
3. The Bank further undertakes not to revoke this Guarantee during its currency except with the purchaser in writing and this Guarantee shall continue to be enforceable till the afore last date of the extended period of expiry of Guarantee agreed upon by all the parties.	esaid date of expiry or the

case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the



- said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- 4. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 5. The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.
- 6. The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 7. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 8. Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

Place:

SEAL

SIGNATURE.

Code No.

NOTE:

- 1. The Bidder SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
- 2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.



## **ANNEXURE VI: COMMERCIAL BILL OF MATERIAL**

Commercial Bill of Material to be submitted only in Commercial Bid.

S. No.	Particulars	Qty	Make and Model	Rate for Procurement including Comprehensive Warranty for 5 years	Total Inclusive of GST	
1	NGFW Hardware Cost including all accessories	1				
2	One-Time Supply, Implementation, configuration and support of Next Generation Firewall for 5 Years (NGFW)	1				
	Total Cost (Including GST)					

#### Note:

- 1. The prices quoted above shall be all inclusive and no extra costs shall accrue to the Bank. Successful Bidder shall be required to complete the implementation and operationalization of the solution as per the Scope of Work at the costs quoted above.
- 2. All payments shall be released after deducting applicable penalties, taxes, etc.
- 3. Applicable taxes like TDS will be deducted from the amount payable.
- 4. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.

We certify that the items quoted above meet all the Technical specifications as per Annexure I of the RFP Ref No. HO/MD/1019 Dated: 22/07/2025 and prices quoted are all in compliance with the terms of the RFP. We also confirm that we agree to all the terms and conditions.

Δııt	hori	ised	Sign	atory	•
_u	1101	364	JIBII	atoi y	•

Name and Designation:

Office Seal with date



#### ANNEXURE VII: LETTER OF CONFIRMATION

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

RFP Ref. No. – HO/MD/1019

Date - 22/07/2025

Dear Sir,

We confirm having submitted the Bid and annexures in accordance with the said RFP. The details submitted by us are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, West Bengal State Co-Operative Bank Ltd. has the right to summarily reject the proposal and disqualify us from the process.

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full or in accordance with the deviations in "Terms & Conditions" accepted by West Bengal State Cooperative Bank.

We, hereby acknowledge and confirm, having accepted that West Bengal State Cooperative Bank can at its absolute discretion, apply whatever criteria are deemed appropriate, not just limiting to those criteria set out in the RFP and related documents, in shortlisting of bidders.

We shall observe the confidentiality of all the information passed on to us in the course of the tendering process and shall not use the information for any other purpose than the current tender.

We also confirm that we /Our consortium partners have not been blacklisted by any Govt. Department/ PSU/PSE or Banks or Any Financial Institution or otherwise not involved in any such incident with any concern whatsoever, where the job was undertaken/performed and conduct has been questioned by any authority, which may lead to legal action.

Place:

Date:

SEAL (Authorized Signatory)



## ANNEXURE VIII: MANUFACTURER AUTHORISATION FORM

To,
The Managing Director,
The West Bengal State Co-operative Bank Ltd.
24A, Waterloo Street,
Kolkata – 700 069

Kolkata – 700 069	
SUB: MANUFACTURER AUTHORISATION FORM	
Ref: RFP Ref. No. – HO/MD/1019 Date – 2	2/07/2025
Dear Sir,	
We	
and address of Bidder) who is the Bidder submitting its bid pursuant to the Request for Proposal issued behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactur the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for	ed by us against
We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP Ref No.: HO, 07/05/2025 and the contract for the equipment and services offered for supply against this RFP by the all Bidder, and hereby undertake to perform the obligations as set out in the said RFP in respect of such services. We undertake to provide back- to-back support for spare and skill to the Bidder for subsequent trasame to the Bank. We also undertake to provide support services during warranty as well as AMC period WBSCB if the above Bidder authorized by us fails to perform in terms of the RFP. We confirm that the Bidd Service Support center/Resource Availability in the state of West Bengal.	bove-mentioned equipment and nsmission of the od at no cost to
We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support are obligations required by the contract.	nd maintenance
We further certify that, in case the authorized distributor/ system integrator is not able to meet its ob- contract during contract period, we, as the OEM, shall perform the said obligations with regard to their ite or through alternate & acceptable service provider.	-
Yours Faithfully Authorized Signatory	
Full Name:	
Designation:	
Phone No:	
Official E-mail:	

