

**REVISED**

**REQUEST FOR PROPOSAL**

**FOR**

**PEOCUREMENT OF**

**UTM/HARDWARE FIREWALL**

**CONTROLLER GENERAL OF DEFENCE ACCOUNTS**

**ULAN BATAR ROAD, DELHI CANTT-10**

Government of India  
Controller General of Defence Accounts

(Defence Travel System E-Ticketing Project)  
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**CORRIGENDUM-1**

Tender reference	Mech/EDP/851/E-Ticketing/Data Centre/Firewall
Name of department	Defence Accounts Department Govt. of India, Ministry of Defence (MoD)

Details	For	Read
Revised RFP posted on website	15 <sup>th</sup> Nov 2015	20 Nov 2015
Last date & Time for sale of Tender Documents	19/11/2015 upto 1700 hrs	01/12/2015 upto 1700 hrs
Last date & time of submission for completed bids	20/11/2015 upto 1400 hrs	2/12/2015 upto 1400 hrs
Time & Date of opening of Technical bids	20/11/2015 at 1500 hrs	2/12/2015 at 1500 hrs

**Open Tender Enquiry**

**Revised RFP for “Procurement of UTM/ firewall appliance”**

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### **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 Controller General of Defence Accounts ("CGDA"), 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 by CGDA. This RFP is to invite proposals from 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 them in formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP.

CGDA 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. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder may require. CGDA does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent. CGDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

CGDA reserves the right of discretion to change, modify, add or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available to all recipients by CGDA.

Controller General of Defence Accounts reserves the right to reject any or all proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Controller General of Defence Accounts shall be final, conclusive and binding on all the parties.

### **1. About Defence Travel System:**

Defence Accounts Department (DAD) is a Department under the Ministry of Defence, Government of India. The Department has a long history of over 250 years, has over 900 offices & sub-offices in about 240 locations and staff strength of about 18,000 personnel. The Department which has been one of the pioneers (in the Government of India) in computerizing its functions has launched an ambitious project – **Defence Travel System (E-Ticketing)** for entitlement check, accounting, budgeting, authorization and booking of railway/air tickets for the Armed forces personnel.

### **2. Purpose:**

- a. Request for Proposal (RFP) is to invite proposals from eligible vendors for procurement of **four number** of UTM/hardware firewall solution to protect the applications, processes, interfaces, hardware, networking equipments etc already implemented at CGDA's Data Center. **The firewalls have to be from two different manufacturers (Two firewalls from each manufacturer).** The shortlisted vendor(s) will be responsible for supply installation and support of UTM/firewall in the CGDA's Data Centre.
- b. The Bidder should note that:
  - The UTM/firewall should be appliance based and rack mountable. **Software based firewall solutions are not acceptable.**
  - The technical specifications specified in **Annexure-C** are the minimum specifications for the UTM/firewall
  - The purpose behind issuing this RFP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for the above purpose.
  - The selection process consists of the following two bid system:
    - i)(a) Phase-I:- Pre-Qualification / Minimum Eligibility Criteria
    - (b) Phase-II: - Technical Evaluation and testing
    - ii) Commercial Evaluation
- c. **Testing as part of technical specification:**

All those who qualify in first phase i.e. pre qualification/minimum eligibility criteria will have to demonstrate in live environment the correct function of their proposed solution at CGDA. This testing is required to check the compatibility of proposed solution with CGDA existing system. Only those bidders whose systems are found to be working correctly will be eligible for opening of Commercial bid.

### **3. Scope of work:**

- a. Supply and installation of UTM/firewall complying with the technical specifications given in **Annexure-C**.
- b. Configuration and Integration of UTM/firewall with CGDA's existing LAN/WAN/RF/Other network.
- c. Prior to configuration and Integration, the bidder needs to study the existing setup at Data Centre and prepare detailed implementation plan. On approval of the same by CGDA, integration of UTM/firewall needs to be carried out.

### **3.1 Warranty and support:**

The warranty shall be:

- a. On-site, comprehensive, back-to-back from Original Equipment Manufacturer (OEM) for a period of 3 years from the date of installation. The warranty also includes all software subscriptions (critical hot fixes, service packs, and major upgrades).
- b. Replacement of failed hardware within 24hrs from the time call is lodged. The penalties for any non-compliance is defined under Section 13.18
- c. Software updates and upgrades during period of warranty should be at no cost.
- d. Comprehensive on-site support from bidder for day to day operational issues as and when arises.

### **3.2 Tender cost and Earnest Money Deposit:**

Bidders are required to submit Tender cost for Rs: 100 (Rs: One hundred) and Earnest Money Deposit (EMD) in favour of CGDA Delhi Cantt for amount of Rs.30,000 (Rupees Thirty thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business (Axis Bank, ICICI Bank, HDFC Bank). EMD is to remain valid for a period of 60 days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee as called for in the contract. The EMD will be forfeited if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of their tender.

### **4. Expectations from Bidders:**

- a) Vendor is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications.
- b) The bid should be precise, complete and in the prescribed format as per the requirement of this RFP.
- c) Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the vendor's own risk and may result in rejection of the Bid and for which Controller General of Defence Accounts shall not be held responsible.
- d) The vendor shall bear all costs and expenses associated with the preparation and submission of its Bid and Controller General of Defence Accounts shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.
- e) No binding legal relationship will exist between any of the respondents and Controller General of Defence Accounts until execution of a contractual agreement.

- f) The recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- g) Each Recipient should notify Controller General of Defence Accounts if any error, omission, or discrepancy found in this RFP document.
- h) A Recipient will, by responding to Controller General of Defence Accounts for the RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

#### **5. Amendment of the RFP document**

- a) Controller General of Defence Accounts reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring Controller General of Defence Accounts to do the aforesaid.
- b) At any time before the deadline for submission of Bids / offers, Controller General of Defence Accounts may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP / Bid Document and all such modifications shall be binding on them.
- c) All prospective Bidders who have received this RFP shall be notified about the amendment in writing vide e-mail or fax or post, and all such amendments shall be binding on them.
- d) In normal circumstance, the deadline for submission of Bids shall not be extended. If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, Controller General of Defence Accounts at its sole discretion reserves the rights to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on Controller General of Defence Accounts for the same. CGDA's decision in this regard shall be final, conclusive and binding on all the Bidders.
- e) Any attempt by the Bidders to visit or meet Top management officials of the Controller General of Defence Accounts in connection with or incidental to the Bid process, shall be construed by the Controller General of Defence Accounts as an unlawful attempt by the prospective Bidder, to influence the RFP/ Bid process and may invite disqualification from bidding. Only one authorized representative of each bidder would be permitted to visit for submitting the RFP Document/ or when called by the CGDA.

#### **6. Requests for Proposal:**

- a) Recipients are required to direct all communications related to this RFP, through the below nominated point of contact:  
Mr. P.K.Jain, SAO  
Email: support@pcdatravel.gov.in  
Address: Defence Travel System,  
East Block -X, Level -1,  
R.K.Puram, Sector-1,  
New Delhi-110066, India  
Telephone: +011-26108268, 26108269, 26163404,



- b) Controller General of Defence Accounts may, in its absolute discretion, seek additional information or material from any of the Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- c) Bidder's should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- d) If CGDA, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then Controller General of Defence Accounts reserves the right to communicate such response to all Bidders.
- e) Controller General of Defence Accounts may, in its absolute discretion, engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.
- f) Controller General of Defence Accounts will notify all short-listed Bidders in writing or by mail as soon as practicable about the outcome of their RFP. Controller General of Defence Accounts is not obliged to provide any reasons for any such acceptance or rejection.

**7. Minimum eligibility criteria (Annexure-B):**

- a. Bidder should be either a Government Organization/PSU/PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted, Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification for other eligible entities-Applicable documents to be submitted.
- b. The bidder should be Original Equipment Manufacturer [OEM] or authorized partner of OEM. In case of authorized partner of OEM the bidder should submit Manufacturer Authorization Form (MAF) as per format given in **Annexure-G**, to be submitted.
- c. Bidder should be in the business of supply, installation, configuration, maintenance and support of UTM/firewall and other security appliances for least three [3] years as on date. Proof of same to be attached by way of purchase order.
- d. Bidder should have implemented the proposed UTM/firewall successfully in at least two places before the date of issue of RFP (document to prove this should be enclosed).
- e. The bidder should have a minimum annual turnover of Rs.50 lakhs over the last three financial years. The bidder should have profit [i.e. no cash loss] in 2 years out of the last 3 years. Financial auditor's certificate for last three years to be submitted.
- f. The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number. Copies of Sales Tax / VAT /Service tax / PAN to be enclosed.
- g. The proposed UTM/firewall OEM(Original Equipment Manufacturer)should feature in the latest Gartner's Magic Quadrant for Enterprise Network Firewall or Unified Threat Management under the "leaders" or "challengers" quadrant Copy of Gartner Magic Quadrant report to be attached.
- h. The vendor/bidder should have its own support office(s) in Delhi. Details of support centre at Delhi to be submitted.
- i. The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business. An undertaking (on their letterhead) that they have all necessary licenses, permissions, consents, no objections,

approvals as required under law for carrying out its business, as on date of submission of the Bid is to be attached.

- j. The firm should not be blacklisted /barred by Government of India or any regulatory body in India. (Self-Declaration)
- k. The Firewall/UTM appliance should confirm to the requirements stated in Annexure 'D' Annexure 'F' and Annexure 'G'.

## **8. Instruction to Bidders:**

- a) The format of the bid should be exactly as per para 8.3 ibid.
- b) The bidder or its official representative is invited to attend **Pre-bid Meeting** to be held on **30<sup>th</sup> Oct 2015** at the venue selected by the CGDA. It would be the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of the meeting.
- c) Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted ~~at least one day prior to the date of pre-bid meeting i.e.~~ latest by **11<sup>th</sup> Nov 2015**. CGDA has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- d) The text of the clarifications asked (without identifying the source of enquiry) and the response given by the CGDA, together with amendment to the bidding document, if any, will be posted on the website latest by **20<sup>th</sup> Nov 2015**. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the website before final submission of bids.

### **8.1. Amendment to the bidding document:**

- a) At any time prior to the date of submission of Bids, the CGDA, for any reason, may modify the Bidding Document, by amendment. The amendment will be posted on website of CGDA.
- b) All Bidders must ensure that such clarifications have been considered by them before submitting the bid. CGDA will not have any responsibility in case some omission is done by any bidder.
- c) In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the CGDA, at its discretion, may extend the deadline for the submission of Bids.

### **8.2. Language of Bid:**

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the CGDA and supporting documents and printed literature shall be written in English.

### **8.3. Documents comprising the Bid:**

The bid shall consist of Five Separate Envelopes:

- a) First envelope will consist of Pre-qualification/ minimum eligibility criteria & Technical bid. This should contain all details as mentioned in **Annexure-C**. Clearly Technical Bid should be written over this envelope.

- b) Second Envelope will consist of Commercial bid. **(As per Annexure-L)**. Clearly Commercial Bid should be written over this envelope.
- c) The Third envelope will consist of EMD. EMD should be written over this envelope.
- d) Fourth envelope will consist of Tender Money. Tender Money should be written over this envelope.
- e) Fifth envelope will consist of above four envelopes.
- f) Documents comprising the **Pre-qualifications-cum-Technical Bid** should be:
- Bid Forwarding Letter as per **Annexure-A**.
  - All details as mentioned in **Annexure-C** as well as documents supporting them.
  - MAF from OEM as per **Annexure-H**
  - Undertaking of authenticity as per **Annexure-I**
  - Power of Attorney for authorized signatory as per **Annexure-J**
  - Data sheets/printed literature of all the network hardware items being quoted.
- e) Documents comprising the **Commercial Bid** should be:
- Commercial bid as per **Annexure-L**. Signing, sealing and marking of Bids.
- f) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. Power of Attorney of the person authorized to sign the bid as per format given in **Annexure-J** is to be submitted.
- g) The Bidder shall seal the bids in non-window envelopes containing the documents as under:  
On the cover of each envelop name and address of bidder along with contact number should be clearly indicated. The envelope(s) shall be addressed to the CGDA at the address given below:
- Mr. Pramod Kumar Jain,  
Sr. Accounts Officer (DTS)  
**Controller General of Defence Accounts,**  
**Ulan Batar Road,**  
**Delhi Cantt- 110010**
- h) If the envelop(s) are not sealed and marked as indicated above, the CGDA will assume no responsibility for the Bid's misplacement or its premature opening.
- i) **Bid Currency**  
Bids should be quoted in Indian Rupee only.

**9. Delivery and Installation schedule:**

- a) The Bidder should deliver, install and commission the goods within 2 weeks from the date of purchase order.
- b) Delivery of the Goods shall be made by the Supplier in accordance with the terms of the purchase contract. The bidder should take responsibility of the goods till it reaches the delivery destination as informed by CGDA, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Bidder shall arrange the road permits or any other document wherever required. Any letter required for this will be given by the CGDA.
- c) The CGDA will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of CGDA

- d) After completion of installation the bidder should obtain sign-off on the Installation-cum-Acceptance certificate from the CGDA official at respective locations. Controller General of Defence Accounts will carry out acceptance of hardware as per acceptance test plan.

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

- Non-delivery of any hardware or other components viz. accessories, documentation, software/drivers media mentioned in the order.
  - Non-delivery of supporting documentation.
  - Delivery, but no installation of the components or software.
  - System operational, but unsatisfactory to the CGDA.
- e) The CGDA will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- f) The liquidation damages represent an estimate of the loss or damage that the CGDA may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- g) The CGDA shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in General Terms and Conditions
- h) Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

**10.Period of validity of Bids:**

- a) Prices and other terms offered by Bidders must be firm for an acceptance period of 60 days from date of closure of this RFP.
- b) In exceptional circumstances the CGDA may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- c) CGDA, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

**11.Deadline for submission of Bids:**

- a) The bids must be received by the CGDA at the specified address not later than **2<sup>nd</sup> December** 2015 1400hrs. In the event of the specified date for the submission of bids, being declared a holiday for the CGDA, the bids will be received up to the appointed time on the next working day.
- c) The CGDA may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the CGDA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**11.1.Late Bids**

Any bid received by the CGDA after the deadline for submission of bids prescribed by the CGDA will be rejected and returned unopened to the bidder.

**11.2. Modification And/ Or Withdrawal of Bids:**

- a) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the CGDA, prior to the deadline prescribed for submission of bids.

- b) The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the CGDA not later than the deadline for submission of bids.
- c) No bid may be modified or withdrawn after the deadline for submission of bids.
- d) CGDA has the right to reject any or all bids received without assigning any reason whatsoever. CGDA shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

**11.3. Opening of Bids by the CGDA: Date: {2<sup>nd</sup> Dec 2015 1500hrs}:**

- a) On the scheduled date and time, bids will be opened by the CGDA Committee
- b) Bids that are not opened at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

**12. Evaluation methodology:**

**12.1. Preliminary examination (Pre qualification/minimum eligibility criteria) (Annexure-B):**

- a) The CGDA will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the bids are generally in order.
- b) The CGDA may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- c) Prior to the detailed evaluation, the CGDA will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The CGDA's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The CGDA would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
- d) If a Bid is not substantially responsive, it will be rejected by the CGDA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- e) The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- f) The bidder should satisfy the pre-qualification criteria as specified in the tender.

**12.2. Technical evaluation (Annexure-C):**

- a) Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- b) Controller General of Defence Accounts will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive. Bids those are not substantially responsive are liable to be disqualified at CGDA's discretion.
- c) Testing as a part of technical evaluation: - During Technical evaluation, bidders will have to demonstrate of all or some components/ features and components of the hardware items quoted by them in the live environment. However, Controller General of Defence Accounts will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration.
- d) CGDA may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder
- e) Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation and date of opening of commercial bid will intimated accordingly.

#### **12.3. Commercial evaluation:**

- a) All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation.
- b) The lowest bid(s) will be decided upon the lowest total price quoted by particular bidder as per price bid format at **Annexure-L.**
- c) Bidders who do not qualify the technical evaluation will not be invited for opening of commercials.
- d) Commercial bids of disqualified bidders from technical evaluation shall not be opened and returned to the bidders.
- e) Controller General of Defence Accounts will award the contract to the successful bidder whose bid has been determined to be substantially responsive
- f) CGDA shall however not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid, wholly or in part.

#### **12.4. Arithmetic errors correction:**

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

- a) If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
- b) If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

- d) CGDA may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder

**12.5. No commitment to accept lowest or any offer:**

- a) The CGDA reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- b) The CGDA will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- c) The bids received and accepted will be evaluated by the CGDA to ascertain the best and lowest bid in the interest of the CGDA. However, the CGDA does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The CGDA reserves the right to re-tender.

**12.6. Conditional Bids:**

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

**12.7. Contacting the CGDA:**

- a) Bidder shall NOT contact the CGDA on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the CGDA.
- b) Any effort by the Bidder to influence the CGDA in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

**12.8. Issuance of Contract:**

- a) The CGDA will award the contract to the successful Bidder(s), out of the Bidders who have responded to CGDA's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.
- b) The CGDA reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipment are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

**13.General terms and conditions:**

**13.1. Term of implementation:**

The term of supply installation and complete implementation of this supply order shall be for a period of 8 weeks from the date of supply order. However, if for any unavoidable reason the work is not completed to the satisfaction of the CGDA within the stipulated time, the period of contract can be extended at the discretion of the CGDA, at no extra cost. The decision to grant or refuse the extension shall be at the discretion of CGDA. However, the option of liquidate damage will as per the discretion of competent authority.

**13.2. Adherence to terms and conditions:**

The vendors who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Respondents, such responses may be disqualified and may not be considered for the selection process.

**13.3. Termination:**

The Purchaser may, terminate the Contract by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- (i) Where it comes to the Purchaser's attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid or this Contract.
- (ii) Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any CGDA proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
- (iii) The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part.

**13.4. Issuance of purchase order:**

CGDA will issue supply order for the installation and commissioning of the UTM/firewall as per the scope of work. The selected Vendor is expected to complete the installation and commissioning of the UTM/firewall within a period of 8 weeks of issue of supply order.

**13.5. Software / Hardware requirements:**

All the software, hardware equipment's like Laptops, tools etc. to carry out the installation has to be brought by the Vendor at no extra cost.

**13.6. Professionalism:**

Vendor should provide professional, objective and impartial advice at all times and hold the CGDA' interest paramount and should observe the highest standards of ethics, values, code of conduct, honesty and integrity while implementation of the firewalls and during support.

**13.7. Adherence to safety procedures, rules, regulations and restriction:**

- (i) Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.



- (ii) Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- (iii) The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- (iv) Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

**13.8. Expenses:**

- (i) Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract. However, any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller. However, CGDA shall be entitled to make applicable deductions including adjustment in the payment of Contract price in the event of levying liquidated damages on the Bidder as provided under the Contract.
- (ii) It may be noted that CGDA will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the 'Agreed Price'.

**13.9. Payment terms:**

- (i) CGDA will release the payment on receipt of undisputed invoice, after deduction of applicable taxes at source of the agreed price to the selected Vendor.
- (ii) No advance payments will be made for procurement of Firewall/UTM appliances. Further, it may be noted that the below mentioned criteria is only for the purpose of effecting agreed price payment.
- (iii) 90% payment on delivery, installation & receipt of licenses for hardware, implementation, support and on production of acceptance certificate and 10% after 3 months from expiry of warranty period or production of PBG for 10% amount of supply order.

**13.10. Contract Performance Guarantee:**

Vendor has to provide an unconditional and irrevocable performance guarantee for 10% of the contract value towards due performance of the contract in accordance with the specifications, terms and conditions of this RFP document, within 10 days from the date of work order. The Performance Guarantee shall be for 3 months additional from warranty period, kept valid for the entire period and to be released at the end of the due date. EMD will be released only after receipt of PBG.

**13.11. Single point of contact:**

Vendor has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.

**13.12. Applicable law and jurisdiction of court:**

The Contract with Vendor(s) shall be governed in accordance with the laws of India.

**13.13. Liquidated Damages (LD):**

If Vendor fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the agreement, the CGDA reserves the right to recover LD @ 0.5% of the total charges per week as per Commercial Bid Format or part thereof, subject to a maximum of @10 % of total charges as LD for non-performance/delayed performance. In case of delay in delivery and installation, Controller General of Defence Accounts reserves the right to cancel the order and no payment will be made to the vendor and PBG/securities will be forfeited.

**13.14. Force Majeure:**

Any failure or delay by selected Vendor or CGDA in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party of the occurrence of a Force Majeure event forthwith.

**13.15. Authorized signatory:**

The selected Vendor shall indicate the authorized signatories who can discuss and correspondence with CGDA, with regard to the obligations under the contract. Vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney to discuss, sign agreements/contracts with the CGDA. Vendor shall furnish proof of identification for above purposes as required by the CGDA.

**13.16. Indemnity:**

Vendor shall indemnify CGDA and keep the CGDA indemnified for any loss or damage, cost or consequences that CGDA may sustain, suffer or incur on account of violation of intellectual property rights of third party by the Vendor. Vendor shall always remain liable to the CGDA for any Losses suffered by the CGDA due to any technical error or negligence or fault on the part of the Vendor, and the Vendor also shall indemnify the CGDA for the same.

**13.17. Non Payment of agreed price:**

If any of the items / activities as mentioned in the price bid and as mentioned in Commercial Bid format are not taken up by the CGDA during the course of this implementation, the CGDA will not pay the contracted agreed price quoted / agreed by the Vendor in the price bid against such activity /item.

**13.18. Penalties for downtime:**

- (i) The firewall or any of its part should be repaired or corrected within 12 hours from the time of first call reported to the vendor. However, if there is any fault in the equipment/hardware, the same should be replaced within 48 hours of the same OEM and the backup unit of similar configuration should be provided till the time the replacement is received else penalty @ Rs.10,000 per day shall be imposed.

- (ii) If the vendor fail to correct fault within 48 hours, the user is free to correct the fault through any of its vendor and the cost of the same shall be borne by the supplier.

**13.19. Assignment:**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Vendor without advance written consent of the CGDA and any such sale, lease, assignment or transfer otherwise made by the Vendor shall be void and of no effect.

**13.20. Confidentiality:**

- (i) The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Annexure-J. The Bidder shall sign and execute this Non-Disclosure Agreement before the execution of this Contract.
- (ii) The Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
- (iii) The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.
- (iv) Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

**13.21. Non-solicitation:**

Vendor, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the CGDA, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the CGDA in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the CGDA at any time to terminate his / her relationship with the CGDA.

**13.22. No employer-employee relationship:**

The selected Vendor or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the CGDA or any of its employees / officers / staff / representatives / personnel / agents.

**13.23. Subcontracting:**

The selected Vendor shall not subcontract or permit anyone other than its personnel to performance of the work, service or other performance required of the vendor under the contract without the prior written consent of the CGDA.

**13.24. Cancellation of Contract and Compensation:**

The CGDA reserves the right to cancel the contract of the selected Vendor and recover expenditure incurred by the CGDA in any of the following circumstances. The CGDA would provide 30 days' notice to rectify any breach / unsatisfactory progress if:

- Vendor commits a breach of any of the terms and conditions of the bid/contract;
- Vendor becomes insolvent or goes into liquidation voluntarily or otherwise; an attachment is levied or continues to be levied for a period of 7 days upon effects of the bid; the progress regarding execution of the contract, made by the Vendor is found to be unsatisfactory;
- If deductions on account of penalty and liquidated damages exceeds more than 10% of the total contract price;
- If the Vendor fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

After the award of the contract, if the selected Vendor does not perform satisfactorily or delays execution of the contract, the CGDA reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Vendor is bound to make good the additional expenditure, which the CGDA may have to incur to select and carry out the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.

The CGDA reserves the right to recover any dues payable by the selected Vendor from any amount outstanding to the credit of the selected Vendor, including the pending bills and / or invoking CGDA Guarantee / Security Deposit, if any, under this contract.

**13.25. Dispute resolution:**

- (i) If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then such dispute will be referred to arbitrator. The CGDA shall appoint an arbitrator for settlement of any disputes and difference of any kind whatsoever arising out of or in connection with the contract agreement that will be entered with, whether during the progress of the contract agreement or after completion.
- (ii) The venue of the arbitration shall be Delhi. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996.
- (iii) The decision of the arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

**13.26. Ownership of documents, data and hardware:**

- (i) CGDA shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- (ii) Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the CGDA, the Bidder shall deliver to the CGDA all documents

provided by or originating from the CGDA and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the CGDA at no additional cost. The Bidder shall not, without the prior written consent of the CGDA, store, copy, distribute or retain any such documents.

**(Pramod Kumar Jain)**  
**Sr . Accounts Officer (DTS)**

**Annexure -“A”**

**Bid Forwarding Letter (Submitted on Vendor's letter head)**

Date:

To,

The Defence Travel System,

East Block-X, Level-I.

R.K.Puram, New Delhi – 110066.

Dear Sir,

**Purchase of Firewall Appliance**

We, the undersigned, offer to submit our bid in response and accordance with your Superscripting

“Tender No----- dated /10/2015. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite documents as desired by the CGDA.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 60 days from the date of last day for submission of offer (Bid). If our offer is accepted, we undertake to provide Service support for the hardware supplied as per the above referred RFP, during warranty as well as AMC period if contracted.

We have also noted that Controller General of Defence Accounts reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that the CGDA is not bound to accept any proposal it receives.

We remain,

Yours sincerely,

Dated Signature & name of the authorised signatory

Place, Designation

Phone & e-mail:

Name of the organisation

#### **Annexure – “B”**

##### **Minimum eligibility criteria**

Vendors who wish to bid should conform to the following criteria.

##### **Sl.no. Eligibility criteria (Documents to be submitted)**

1. Bidder should be either a Government Organization/PSU/PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted, Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification For other eligible entities- Applicable documents to be submitted.
2. The bidder should be Original Equipment Manufacturer [OEM] or authorized partner of OEM. In case of authorized partner of OEM, the bidder should submit Manufacturer Authorization Form (MAF) as per format given in **Annexure-H**, to be submitted.
3. Bidder should be in the business of supply, installation, configuration, maintenance and support of UTM/firewall and other security appliances for least three [3] years as on date. Proof of same to be attached by way of purchase order.
4. Bidder should have implemented the proposed UTM/firewall successfully in at least two places before the date of issue of RFP (document to prove this should be enclosed).
5. The bidder should have a minimum **annual turnover of Rs.50 lakhs over the last three financial years. The bidder should have profit [i.e. no cash loss] in 2 years out of the last 3 years. Financial auditor's certificate for last three years to be submitted.**

6. The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number. Copies of Sales Tax / VAT /Service tax / PAN to be enclosed.
7. **The proposed UTM/firewall OEM(Original Equipment Manufacturer)should feature in the latest Gartner’s Magic Quadrant for Enterprise Network Firewall or Unified Threat Management under the “leaders” or “challengers” quadrant Copy of Gartner Magic Quadrant report** to be attached.
8. The vendor/bidder should have its own support office(s) in Delhi. Details of support center at Delhi to be submitted.
9. The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business. An undertaking (on their letterhead) that they have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business, as on date of submission of the Bid.
10. The firm should not be blacklisted /barred by Government of India or any regulatory body in India. (Self-Declaration)
11. The Firewall/UTM appliance should conform to the requirements stated in Annexure ‘D’, Annexure ‘E’, Annexure ‘F’ and Annexure ‘G’. (Self Declaration)

**Note:** Bidder must comply with all the above mentioned criteria as specified above.

Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The CGDA reserves the right to verify / evaluate the claims made by the bidder independently. Proposals of bidders who do not fulfil the above criteria or who fail to submit documentary evidence thereon would be rejected.

#### **Annexure –“C”**

#### **Technical bid format**

##### **(Pre-Qualification / Minimum Eligibility Criteria/ Technical Evaluation)**

- A) Particulars to be provided by the Bidder in the technical proposal:
1. Name of the Bidder
  2. Date of establishment and constitution. (Certified copy of “Partnership Deed” or “Certificate of Incorporation/commencement of business” should be submitted. For entities other than partnership firm and limited company, other relevant documents to be submitted.)
  3. Location of Registered Office /Corporate Office/ Delhi office with addresses.
  4. Mailing address of the Bidder
  5. Names and designations of the persons authorized to make commitments to the CGDA
  6. Telephone and fax numbers of contact persons.
  7. E-mail addresses of contact persons.
  8. Details of: Description of business and business background Service Profile & client profile Domestic & International presence.
  9. Experience of implementing the UTM/firewall at other organizations in India in the last -3- years

**B) Technical specifications regarding hardware firewall**

Solutions which bidder is proposing must meet the following specifications, and agreement to every point should be mentioned in technical bid.

UTM Specifications	Compliance (Yes / No)
<b>Firewall</b>	
The Firewall should be Hardware based, Reliable, purpose-built security appliance with hardened operating system that eliminates the security risks associated with general-purpose operating systems	
Firewall appliance should have at least 10 x 10/100/1000 GE interfaces along with 4 x GE SFP slots	
Firewall Throughput should be <del>16 Gbps</del> 4.5Gbps	
Firewall should have 3DES IPsec throughput of <del>10 Gbps</del> 4.5Gbps	
Firewall should support 2000 site-to-site VPN Tunnels.	
Firewall should support <del>190,000</del> 100k new sessions per second	
Firewall should support <del>6</del> 5 Million concurrent sessions	
The Firewall solution should support NAT64, DNS64 & DHCPv6	
The proposed system shall be able to operate on either Transparent (bridge) mode to minimize interruption to existing network infrastructure or NAT/Route mode. Both modes can also be available <del>concurrently</del> using Virtual Contexts.	
The proposed system should have integrated Traffic Shaping functionality.	
The Firewall should have integrated SSL VPN solution to cater to 500 SSL VPN concurrent users.	
The Firewall & IPSEC VPN module shall belong to product family which minimally attains Internet Computer Security Association (ICSA) Certification.	
The proposed system should support:-	
a) IPSEC VPN	
b) PPTP VPN	
c) L2TP VPN	
d) SSL VPN	
The device shall utilize inbuilt hardware VPN acceleration:	
a) IPSEC (DES, 3DES, AES) encryption/decryption	
b) SSL encryption/decryption	
The system shall support the following IPSEC VPN capabilities:	
a) Multi-zone VPN supports.	
b) IPSec, ESP security.	
c) Supports NAT traversal	
d) Supports Hub and Spoke architecture	
e) Supports Redundant gateway architecture	
The system shall support 2 forms of site-to-site VPN configurations:	
a) Route based IPsec tunnel	



b) Policy based IPSec tunnel	
The system shall support IPSEC site-to-site VPN and remote user VPN in transparent mode.	
The system shall provide IPv6 IPSec feature to support for secure IPv6 traffic in an IPSec VPN. <b>This facility should be available from day one.</b>	
<b>Intrusion Prevention System</b>	
The IPS capability shall minimally attain NSS <b>Labs</b> Certification/ <b>ICSA</b> .	
IPS throughput should be 4.5 GBPS	
The IPS detection methodologies shall consist of:	
a) Signature based detection using real time updated database	
b) Anomaly based detection that is based on thresholds	
The IPS should be able to inspect SSL sessions by decrypting the traffic.	
The IPS system shall have at least 3,000 signatures	
IPS Signatures can be updated in three different ways: manually, via pull technology or push technology. Administrator can schedule to check for new updates or if the device has a public IP address, updates can be pushed to the device each time an update is available	
In event if IPS should cease to function, it will fail open by default and is configurable. This means that crucial network traffic will not be blocked and the Firewall will continue to operate while the problem is resolved	
IPS solution should have capability to protect against Denial of Service (DOS) and DDOS attacks. Should have flexibility to configure threshold values for each of the Anomaly. DOS and DDOS protection should be applied and attacks stopped before firewall policy look-ups.	
IPS signatures should have a configurable actions like terminate a TCP session by issuing TCP Reset packets to each end of the connection, or silently drop traffic in addition to sending a alert and logging the incident	
Signatures should a severity level defined to it so that it helps the administrator to understand and decide which signatures to enable for what traffic (e.g. for severity level: high medium low)	
<b>Antivirus</b>	
Firewall should have 1.6 Gbps of Proxy based Antivirus throughput.	
The proposed system should be able to block, allow or monitor only using AV signatures and file blocking based on per firewall policy based or based on firewall authenticated user groups with configurable selection of the following services:	
a) HTTP, HTTPS	
b) SMTP, SMTPS	
c) POP3, POP3S	
d) IMAP, IMAPS	
e) FTP, FTPS	
The proposed system should be able to block or allow oversize file based on configurable thresholds for each protocol types and per firewall policy.	
<b>Web Content Filtering</b>	

The proposed system should have integrated Web Content Filtering solution without external solution, devices or hardware modules.	
The proposed solution should be able to enable or disable Web Filtering per firewall policy or based on firewall authenticated user groups for both HTTP and HTTPS traffic.	
The proposed system shall provide web content filtering features:	
a) Which blocks web plug-ins such as ActiveX, Java Applet, and Cookies.	
b) Shall include Web URL block	
c) Shall include score based web keyword block	
d) Shall include Web Exempt List	
The proposed system shall be able to queries a real time database of over 110 million + rated websites categorized into 70 50+ unique content categories.	
<b>Application Control</b>	
The proposed system shall have the ability to detect, log and take action against network traffic based on over 2000 application signatures	
The application signatures shall be manual or automatically updated	
The administrator shall be able to define application control list based on selectable application group and/or list and its corresponding actions	
<b>Data Leakage Prevention (for specification &amp; details see Annexure-“N”)</b>	
<p><del>The proposed system shall allow administrator to prevent sensitive data from leaving the network. Administrator shall be able to define sensitive data patterns, and data matching these patterns that will be blocked and/or logged when passing through the unit.</del></p> <p>1. DLP Endpoint prevent 12.5xPlat per Managed device STD LIC GOV BANDS or Equivalent/Higher Version.</p> <p>2. DLP Endpoint prevent 12.5xPlat per Managed device initial Essential 12 months or Equivalent/Higher Version.</p> <p>3. DLP Endpoint discover 12.5xPlat per Managed device STD LIC GOV BANDS or Equivalent/Higher Version.</p> <p>4. DLP Endpoint discover 12.5xPlat per Managed initial Essential 12 months or Equivalent/Higher Version.</p> <p>The software component are required for five PCs.</p> <p><b>Database Licence</b></p> <p>5. Database standard edition one for DLP 12.5xPLAT per CPU STD LIC GOV BAND s or Equivalent/Higher version.</p> <p>6. Database Standard Edition one for DLP 12.5xPLAT per CPU initial Essential 12 month Gov Band S or Equivalent/Higher Version.</p>	
<b>Logging &amp; Reporting</b>	
A dedicated appliance to be proposed with the solution for logging, analysis, and reporting into a single system, delivering increased knowledge of security events throughout the network for centralized security event analysis, forensic research and reporting	

## **Annexure –“D”**

### **Firewall filtering requirements:**

1. Should support the filtering of TCP/IP based applications with standard TCP/UDP ports.
  1. Should provide state engine support for all common protocols of TCP/IP stack.
  2. Filtering capability that includes parameters like source & destination addresses, source & destination port numbers, protocol type.
  3. Firewall should be able to filter traffic even if the packets are fragmented.
  4. Should support the VOIP Applications Security by supporting to filter SIP, H.323, MGCP and Skinny flows.
  5. Firewall should support authentication protocols like LDAP, RADIUS and have support for firewall passwords, smartcards, & token-based products like Secure ID, LDAP-stored passwords, RADIUS or TACACS+ authentication servers and X.509 digital certificates.
  6. Firewall should support database related filtering and should have support for Oracle, MS-SQL, and Oracle SQL-Net.
  7. Firewall should provide advanced NAT capabilities; supporting all applications and services-including H.323 and SIP based applications.
  8. Should support CLI & GUI based access to the firewall modules.
  9. Local access to firewall modules should support role based access.
  10. QoS Support [Guaranteed bandwidth, Maximum bandwidth, Priority bandwidth utilization, QoS weighted priorities, QoS guarantee, QoS limits and QoS VPN].
  11. Should be able to block Instant Messaging like Yahoo, MSN, Skype, etc.

12. Should enable blocking of Peer-Peer applications, like Kazaa, Gnutella, Bit Torrent, IRC (over HTTP)

#### **Annexure –“E”**

##### **Intrusion Prevention System requirements:**

1. Intrusion prevention sensors delivering a minimum of 8 4.5Gbps of context-aware, real-world traffic inspection
2. IPS device should perform stateful pattern recognition to identify vulnerability-based attacks through the use of multi-packet inspection across all protocols.
3. The proposed IPS must perform protocol decoding and validation for network traffic including: IP, TCP, UDP, and ICMP.
4. IPS should provide anomaly identification for attacks that may cover multiple sessions and connections, using techniques based on identifying changes in normal network traffic patterns.
5. Should support creation of baseline of normal network traffic and then uses baseline to detect worm-infected hosts
6. Proposed IPS should identify attacks based on observed deviations in the normal RFC behaviour of a protocol or service.
7. Must be able to identify Layer 2 Address Resolution Protocol (ARP) attacks and man-in-the-middle attacks.
8. The sensors should be able to detect attacks running inside of these tunnelling protocols such as GRE, IP-in-IP, MPLS and IPv4/IPv6.
9. Should be resistant to IPS evasion and protection from anti-NIPS (Network Intrusion Prevention System) techniques.

10. Should support Vulnerability and Exploit signatures, Protocol validation, Anomaly detection, Behaviour-based detection, Multi-element global correlation and reputation based filtering.
11. IPS profile should have an option to select or re-select specific signatures that can be deactivated
12. Intrusion Prevention should have the option to add exceptions for network and services.
13. IPS should provide rate shaping to prioritize known, normal traffic flows and unknown traffic flows.
14. IPS policy to block the traffic by country should have an option to configure in incoming direction, outgoing direction or both.
15. IPS events/protection exclusion rules should be created and the packet data should be viewed directly from log entries.
16. Application Intelligence should have controls for Instant Messenger, Peer-to-Peer and Malware Traffic etc
17. Instant Messenger should have options to Block File Transfer, Block Audio, Block Video, Application Sharing and Remote Assistance
18. IPS should have an option to create your own signatures with an open signature language.
19. IPS should provide detailed information on each protection, including: Vulnerability and threat descriptions, Threat severity, Performance impact, Release date, Industry Reference, Confidence level etc

#### **Annexure – “F”**

##### **Administration, Management and Logging:**

1. UTM Real-Time Monitoring, Management & Log Collection (with storage) should not be distributed to more than ONE server/appliance
2. Any changes or commands issued by an authenticated user should be logged to a database.
3. UTM administration station must provide a means for exporting the firewall and IPS rules set and configuration.
4. Support for role based administration of firewall and IPS.
5. UTM administration software must provide a means of viewing, filtering and managing the log data.
6. Firewall logs must contain information about the firewall policy rule that triggered the log.
7. UTM must provide a minimum basic statistics about the health of the device and the amount of traffic traversing the UTM device.
8. UTM should have the functionality of Workflow and Audit for the Rule Change Management Process.
9. Should provide real time health status of all the firewall modules on the dashboard for CPU & memory utilization, state table, total number of concurrent connections and the connections/second counter.

10. UTM must send mail or SNMP traps to Network Management Servers (NMS) in response to system failures or threshold violations of the health attributes.
11. Perimeter firewall at Data Centre, Aluva and Disaster Recovery site, (High Availability cluster: Active-Active)

**Annexure –“G”**

**Compliance Certificate (On company's letter head)**

Date:

To,  
The CGDA  
Defence Travel System  
East Block-X, Level-I  
R.K. Puram, Sec-1,  
New Delhi 110066

Dear Sir,

**Ref: RFP for Procurement of UTM/firewall appliances**

1. Having examined the Request for Proposal (RFP) including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the UTM/firewall appliances in conformity with the terms and conditions of the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid.

2. If our Bid is accepted, we undertake to complete the installation and commissioning of UTM/firewall within the scheduled time lines.
3. We confirm that this offer is valid for 60 days from the closure of RFP to the CGDA.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We agree that the CGDA is not bound to accept the lowest or any Bid that the CGDA may receive.
7. We have not been barred/black-listed by any regulatory / statutory authority in India and we have required approval, if any, to be appointed as a service provider.
8. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.
9. We confirm that we have obtained all necessary statutory and obligatory permission to carry out the implementation, if any.

Seal & Signature of the Vendor

Name:

Phone No.:

Fax:

E-mail:

**Annexure-“H”**

**Manufacturer Authorization Format (On OEM's letter head)**

Ref: RFP for Procurement of UTM/Firewall appliances

Date:

To

The CGDA

Defence Travel System

East Block-X, Level-I

R.K. Puram, Sec-1,

New Delhi 110066

Dear Sir,

**Sub: Manufacturer Authorisation for RFP No. ....**

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details> do hereby authorise M/s\_\_\_\_\_ (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases ) are provided by M/s .....for all the products quoted for and supplied to the CGDA during the seven year product warranty and AMC period.

<OEM Name>

<Authorised Signatory>

Name:

Designation:

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

#### **Annexure-“I”**

#### **Undertaking of authenticity (to be signed by authorised signatory of the Company)**

Ref: Date:

To

The CGDA

Defence Travel System

East Block-X, Level-I

R.K. Puram,

New Delhi 110066

Dear Sir,

**Sub: Undertaking of Authenticity for RFP No. ....**

With reference to the UTM/firewall equipment quoted to you vide our quotation No.:\_\_\_\_\_dated \_\_\_\_\_ in response to your Tender No ....., we hereby undertake that all the components / parts / assembly / software used in firewall/other hardware items shall be original/ new from respective OEMs of the products and that no



refurbished /duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate and also that it shall be sourced from the authorised source. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard. We (Vendor name) also take full responsibility of both parts& service SLA as per the content even if there is any defect by our authorised service center/ reseller/ SI etc.

Authorised Signatory

Name

Designation

Place

Date

## **Annexure "I"**

### **Power of Attorney (Executed on a non-judicial stamp paper)**

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2015, we \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, <Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers /documents with 'The

CGDA' relating to 'Request for proposal ..... for purchase of UTM/firewall and to attend meetings and hold discussions on behalf of the Company with Controller General of Defence Accounts in this regard.

THE COMPANY hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

\_\_\_\_\_  
WITNESS:

Signature of \_\_\_\_\_

\_\_\_\_\_  
Attested

\_\_\_\_\_

**Non-Disclosure Agreement (On a Stamp paper)**

**NON-DISCLOSURE AGREEMENT.**

This Non Disclosure Agreement (the “Agreement”) is entered into this ....., by and between; THE CONTROLLER GENERAL OF DEFENCE ACCOUNTS, CGDA Company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Disclosing Party”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;AND----- hereinafter referred to as the “Receiving Party”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the OTHER PART.(----- and The CGDA shall hereinafter be referred individually as “Party” and collectively as “Parties”)

WHEREAS

- (i) The CGDA is inter alia providing various financial products and services to its customers and doing CGDA business as permitted by the CGDA Regulation Act, 1949.
- (ii) The Vendor is engaged in the business -----
- (iii) The CGDA and the Vendor intend to enter into a Contract/ contemplate a relationship for the potential establishment of a business relationship regarding business of dealing with ----- . For that purpose and in connection with the Transaction, the CGDA may disclose to the Vendor certain confidential, proprietary, technical and business information .The Vendor agrees to keep the confidentiality of such Confidential Information disclosed by the CGDA in accordance with the terms and conditions set forth in this Agreement and undertakes not to disclose the Confidential Information to any individual/person/entity/ group of persons. NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties hereby covenant and agree and this Agreement witness as follows:

**1. EFFECTIVE DATE:**

The effective date of this Agreement shall be the date of signing of this Agreement.

**2. DEFINITION OF CONFIDENTIAL INFORMATION:**

The parties hereto agree that for the purposes of this agreement, the Confidential Information shall mean and include:

- (i) all documents, forms, papers, designs or other records and information in whatever form gathered and/or received by the Receiving Party in pursuance of its duties and such data, documents, material and information, which are not available in the public domain and which shall include but not limited to the following:
- (ii) information relating to the products, Equipments, manuals, Instructions, software, scientific information, business information, techniques, customers, prospective customers, business plans, business opportunities, business ventures, strategic plans, finances, financial condition, projections, drawings, designs, formulae and manufacturing processes, marketing strategies, programs, research, development, derivatives, copyrightable or copyrighted material, any translation, abridgment,

revision or other form in which an existing work may be recast, transformed or adapted, patentable or patented material, any improvement thereon, material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret, trademarks, trade names, designs, art work, or third party confidential information including information derived or developed on the basis of such information including any study material, analysis, notes, valuation etc., prepared by the Receiving Party in the process of the Transaction, in relation to the Disclosing Party, its subsidiaries, holding or associate companies or its affiliates or Business Partners whether or not explicitly designated as “Confidential Information” Disclosed or to be Disclosed by the Disclosing Party or the representatives of the Disclosing Party in any tangible form (including information transmitted in oral, written, electronic, magnetic or other form and also information transmitted visually or any other means) (here referred to as the “Confidential Information”).

### **3. NON DISCLOSURE.**

The Receiving Party hereby agrees, covenants, confirms and assures that:

- (i) The Confidential Information disclosed by the Disclosing Party shall be used solely for the purpose of the Transaction and that it shall not disclose, publish, or disseminate Confidential Information to anyone other than the employees of the Receiving Party on a need to know basis.
- (ii) The Receiving Party shall take precautions which shall at all times be at least to the same extent the Receiving Party protects its own Confidential Information, to prevent any unauthorised use, disclosure, publication, or dissemination of Confidential Information.
- (iii) The Receiving Party shall ensure that its staff/ employees who receive the Confidential Information on a need to know basis are bound by the confidentiality obligations mentioned herein.
- (iv) The Receiving Party shall be responsible for any breach of this Agreement by its affiliates/representatives/employees/staff.
- (v) The Receiving Party shall not exploit such confidential information for its own benefit or the benefit of a third party without the prior written consent of the Disclosing Party.

### **4. EXCLUSIONS:**

The restrictions on disclosure set forth above shall not apply when, and to the extent that, the Confidential Information:

- a. is in the public domain at the time of disclosure or becomes publicly known through no wrongful act on the part of the Receiving Party, but only after it becomes so publicly known; or
- b. becomes known to the Receiving Party through disclosure by a third party not under any obligation to the Disclosing Party to maintain such information in confidence; or
- c. is already in the possession of the Receiving Party at the time of disclosure, as evidenced by contemporaneous written records; or

- d. is independently developed by or on behalf of the Receiving Party by an individual or individuals not having received Proprietary Information hereunder, as evidenced by contemporaneous written records.
- e. is required to be disclosed by the Receiving Party by a statutory authority and/or as a matter of law or by order of a court; provided, however, that, such a disclosure shall be upon prior notice to the Disclosing Party, to enable the Disclosing Party to take protective measures against such disclosure .

#### **5. OWNERSHIP OF CONFIDENTIAL INFORMATION:**

All Confidential Information disclosed by the Disclosing Party and any Derivatives thereof, created by the Disclosing Party shall remain the property of the Disclosing Party. Neither this Agreement nor any disclosure of Information made under this Agreement grants the Receiving Party any right or license implied or otherwise under any trademark, copyright or patent now or subsequently owned or controlled by the Disclosing Party, unless expressly agreed otherwise in writing.

#### **6. RETURN OF DOCUMENTS:**

Within 10 business days of the written request of the Disclosing Party or upon termination or expiration of this Agreement, the Receiving Party shall at the option of the Disclosing Party, return to the Disclosing Party or destroy and/or certify destruction of all documents and copies and other tangible objects thereof containing Confidential Information. For the purposes of this section, the term “documents and copies” includes all information fixed in any tangible medium of expression, in whatever form or format. Receiving Party also agrees to purge all copies of Confidential Information stored in routine computer backup tapes, disks, electronic memories /media or similar storage devices.

#### **7. EQUITABLE RELIEF RFP:**

The Receiving Party hereby acknowledges that unauthorised disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Disclosing Party that may be difficult to ascertain. Accordingly, Receiving Party agrees that the Disclosing Party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement without Prejudice to any other rights and remedies it may have in law or under this Agreement. The Receiving Party shall be liable for all loss, damages, expenses (including Advocates fee) incurred or suffered by the Disclosing Party as a result of the breach of this Agreement by the Receiving Party or its employees.

#### **8. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorised representatives of both parties. The disclosure hereunder of the Confidential/Proprietary Information by the Disclosing Party to the Receiving Party shall not result in any obligation of any kind whatsoever on the part of the Disclosing Party to enter into any future agreement relating to the Confidential/Proprietary Information and/or with respect to the

transaction or to undertake any other obligation not set forth in a written agreement signed by the parties hereto.

**9. NO WAIVER OF RIGHTS:**

It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**10. DISPUTE RESOLUTION:**

Any disputes or differences arising between the parties hereto from and out of any of the provisions of the agreement as to the construction, meaning or effect thereof or as to the rights or liabilities of the parties hereto, either during the term of this agreement or upon expiration thereof shall be settled amicably by mutual accord by the parties within 30 days from the date of such disputes.

**11. GOVERNING LAW:**

This Agreement will be governed by and construed in accordance with the laws of the Republic of India. The Courts at Kochi alone shall have jurisdiction to entertain and try all matters arising from and out of this agreement.

**12. TERM:**

**This Agreement shall remain in effect for a period of 1year from the date hereof, provided that receiving Party's duty to protect the Disclosing Party's Confidential Information shall survive expiration of termination of this Agreement.**

**13. TERMINATION AND CONSEQUENCES:**

The Disclosing Party may have a right to terminate this Agreement at any time during the tenure without assigning any reason whatsoever. Upon termination of this Agreement either by efflux of time or prior determination as provided herein above, the Receiving Party shall promptly upon the request of Disclosing Party, either return to Disclosing party or at the Disclosing party's option destroy all Confidential Information, as referred in Clause 6.

**14. NON-CONFLICT:**

The Receiving party agrees not to enter into any discussions, contracts, agreements or deal with Company/ competitor of the Disclosing Party /general public in Seminars, Meetings, Lecturers etc. in any manner that may result in a conflict of interest or that may adversely affect the interest of the Disclosing Party.

**15. OTHER RIGHTS OF ACTION:**

The Parties acknowledge and agree that no provision of this Agreement shall prejudice or preclude the Disclosing Party's right to seek for injunctive or other equitable/specific relief, available to it under the Laws in force. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available under Information Technology Act, 2000 and other allied and applicable laws and further remedies at law or equity to the Disclosing Party.

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier, registered or

certified mail or facsimile. The address for service of each Party and its facsimile number is set out under its name on the signing pages hereto. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile shall promptly deliver a copy of such notice or communication personally, by courier or mail to the addressee of such notice or communication.

**17. MISCELLANEOUS:**

- a. This Agreement will be binding upon and inure to the benefit of the parties here to and their respective successors and assigns.
- b. The Receiving Party shall adhere to the Laws and Regulations of Government of India and shall not export or re-export any technical data received from any other party hereunder or the direct product of such technical data to any proscribed country listed under the Export Import Law or any such applicable Laws in force.
- c. Each party represents and warrants that it has full capacity, power and authority to execute deliver and perform its obligations under this Agreement and, further, that the execution and performance of this Agreement by either of the parties shall not violate any provision of any existing arrangement , law, rule, regulation or order or judicial pronouncement.
- d. ASSIGNMENT: The Receiving Party shall not have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement.
- e. SEVERABILITY: If any condition, clause or provision of this Agreement is held or found by a court to be invalid, void, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
- f. SURVIVAL: The terms and provisions of this agreement that by their nature and contents are intended to survive the performance hereof by any or all the parties hereto shall so survive the completion and / or termination of this agreement.
- g. RELATIONSHIP: This agreement shall not be construed to create any relationship either of employee/employer, joint venture, principal/agent, partnership/associate or any other relationship of a like nature between the parties hereto or between either party or the employees, agents and Representatives of the other party.
- h. HEADINGS the headings used herein are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of the Agreement duly authorised by all necessary and appropriate action to execute this Agreement. Signed for and on behalf of  
Signed for and on behalf of \_\_\_\_\_ LTD. -----

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Fax No. : \_\_\_\_\_

In the presence of Witnesses:-

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Fax No. : \_\_\_\_\_

1. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name: \_\_\_\_\_



**Price Bid format****(TO BE PROVIDED BY THE BIDDER IN A SEPARATE SEALED COVER)**

Sl No.	Item	Make / Model No.	Rate	Taxes	Other Duties/taxes, if any	Total Amount in Rs:	
						(in Figures)	(in words)
<u>1.</u>	UTM/ Hardware Firewall ( Two different manufacturers ( Two Hardware Firewall from each manufacturers) with 3 year warranty as per technical specification (Four in numbers)	<u>i)</u>					
		<u>ii)</u>					
<u>2</u>	Data Leakage Prevention						
	<b>Total</b>						
	<b>Total (in words)</b>						

**Annexure- "M"**

**(Para 3.2 of RFP)**

**Details of Tender Cost and Bid Money**

<b>Tender Document Cost : Rs.100/- (Rupees One Hundred Only)</b>			
DD No.	Date	Amount	Bank Details
		Rs. 100.00	
<b>Earnest Money deposit (EMD) of Rs.30,000/- (Rupees thirty thousand only)</b>			
DD No.	Date	Amount	Bank Details

**Declaration by the Firm:**

Agree to abide by all items and conditions mentioned in this document.

Signature

Authorised representative of the Bidder)

Name:

Firm's Name:

Seal of Firm:

Date & Place:

Specification for DLP

1. DLP solution should address the risks associated with the storage and use of confidential/sensitive data on laptop and desktops across organisation.
2. DLP solution should protect confidential data wherever it resides and identifies those endpoints with the highest risk.
3. DLP solution should actively monitor the ways confidential data can be used on the endpoint and flag any activity not in accordance with policy defined from centralized console.
4. DLP solution should provide choices to address and remediate incidents and use technology specifically designed to operate in the most efficient and anobtrusive possible.
5. DLP solution should scan laptop and desktop hard drives for confidential/sensitive data in order to inventory, secure or relocate it and provide over 60 templates or equivalent to enable out-of-the-box discovery of sensitive data mapped to different industry and regulatory directives.
6. DLP solution should scan for confidential/sensitive data when endpoint is idle and subsequent scans must run on only those things that have changed since the previous scan.
7. DLP solution must have indexed Documents Matching to evaluate documents for exact content matches on endpoints in real-time to provide greater control over data use when user are off the network.
8. DLP solution should provide following detection technologies to address different types of data:
  - 8.1 Describe content which looks for data matching keywords, expressions or patterns, file type recognition, and other signature-based detection technologies.
  - 8.2 Fingerprinting which looks for exact matches of whole or partial files, coming from structured sources (e.g., databases) and unstructured sources (e.g., design documents) that are fingerprinted with a hashing algorithm.
  - 8.3 learning technology to identify unstructured data such as source code, intellectual Property (IP), or legal contracts by building a statistical model based on uploading positive and negative example documents.
9. DLP solution should prevent confidential/sensitive files from downloading, coping to CD/DVD/USB/iPod®, and other removable media; print screens, communications over email, instant Messaging (IM), and the Web; printing and faxing, and cloud storage (e.g., Dropbox) and virtual Citrix® environments.
10. DLP Solution should monitor and prevent data transfer OS and mobile devices using mobile transfer protocol (MTP).
11. DLP Solution should monitor and prevent data using HTTP/HTTPS over browsers like Chrome, FireFox and Explorer.
12. DLP Solution should monitor data being copied and pasted from the clip board to prevent confidential/sensitive data from being pasted to specific application.
13. DLP Solution should provide trusted device support enables organizations to define specific removable media devices that can be used with confidential data,

providing a more granular level of protection while still enabling require business functions.

14. DLP Solution should provide application file access control to secure the use of confidential/sensitive data in endpoint applications such as Facebook, LinkedIn, Cisco WebEx, IM, and Twitter.
15. DLP Solution should provide broad remediation capabilities: onscreen pop-up notifications; quarantining or relocating data to a secure location; blocking endpoint events; and applying custom responses via the flexible response feature, such as applying encryption to a file using the endpoint encryption flex response.
16. DLP Solution should automatically notify data owners of this policy violation.
17. DLP Solution should have a central web-based management console and incident repository that must be included with DLP Endpoint or DLP Suite.
18. DLP Solution should have a web base management for defining, deploying, and enforcing data loss policies, responding to incidents, analyzing and reporting policy violations, and performing system administration.
19. DLP Solution should be deployed on a single server and is support by an Oracle database, which stores historical incident and system information.
20. Vendor is required to produce the Authority letter of the Software provider that he is authorized to quote the rates on OEMs behalf