



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

एच.पी.ई. आई.एम.सी. सॉफ्टवेयर की खरीद के लिए
प्रस्ताव के लिए अनुरोध
Request for Proposal
for
Procurement of HPE IMC Software

टेंडर सं. / Tender No.	500/2020/1527/CBO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	December 06, 2019 / दिसम्बर 06, 2019

Issued by:

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1. Critical Information/ महत्वपूर्ण सूचना

S.N. क्र.सं.	Description / विवरण	Details	
1	Tender No. & issue Date / टेंडर सं. और टेंडर जारी करने की तिथि	500/2020/527/CBO/ITV dated December 06, 2019	
2	Brief description of tender / निविदा का संक्षिप्त विवरण	Procurement of HPE IMC Software / एच.पी.ई. आई.एम.सी. सॉफ्टवेयर की खरीद	
3	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	December 11, 2019 / दिसम्बर 11, 2019	03:00pm
4	Pre Bid meeting / पूर्व-बोली बैठक	December 12, 2019 / दिसम्बर 12, 2019	11:00am
	No clarifications would be given after pre-bid meeting / पूर्व बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा		
5	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	December 27, 2019 / दिसम्बर 27, 2019	03:30pm
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	December 27, 2019 / दिसम्बर 27, 2019	04:00pm
7	Earnest Money Deposit / बयाना जमा राशि /	Rs.60,000/- (Rupees Sixty Thousand Only / र साठ हजार मात्र)	
8	Tender Cost (Non Refundable) / टेंडर मूल्य (नॉन रिफंडेबल)	Nil / शून्य	
9	Bid Validity from the last date of bid submission / बोली के वैद्यता, बोली जमा करने की अंतिम तिथि से।	60 days from date of bid submission/ बोली जमा करने की अंतिम तिथि से 90 दिन तक 	
10	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date / बाद में सूचित किया जायेगा	
Address for Pre-bid meeting, Bid Submission and bid opening / पूर्व-बोली बैठक करने का, बोली जमा करने का और बोलियां खोलने पता 			
11	Deputy General Manager (Systems) Small Industries Development Bank of India, Overseas Towers, 756-L, Anna Salai, Chennai – 600002, Tamil Nadu Phone: (044) 66636005	उप.महाप्रबन्धक (ससस्टम्स), भारतीय लघु उद्योग विकास बैंक, ओवरसीस टोवर्स, दूसरी तल, इन्फार्मेशन टेक्नालजी वर्टिकल, 756 एल, अन्ना सलाइ, चेन्नई - 600 002 दूरभाष: 044-66636005	
12	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण		
(i)	C R Prasad, AGM (Systems) (044) 66636045, crprasad@sidbi.in	सी आर प्रसाद, स म प्र (सिस्टम्स) (044) 66636045, crprasad@sidbi.in	
(ii)	Sanjay Srivastava, DGM (Systems) (044) 66636005, sssrivastav@sidbi.in	संजय कुमार श्रीवास्तव, उ.म.प्र (सिस्टम्स) (044) 66636005, sssrivastav@sidbi.in	
(iii)	P K Vijayvargia, GM (ITV) 0522-4261657, pkvijay@sidbi.in	प्रमोद कुमार विजयवर्गीय, म.प्र (आईटीवी) 0522-4261657, pkvijay@sidbi.in	

2. Abbreviations

RFP	Request for Proposal
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
BG	Bank Guarantee
NAC	Network Admission Control
IPv6	Internet Protocol Version 6
IPv4	Internet Protocol Version 4
OEM	Original Equipment Manufacturer
MSE	Micro and Small Enterprises
L3 / L2	Layer 3 / Layer 2
ASW	Aggregation Switch (L3 with IRF enabled)
ToR	Top of Rack Switch (L3 with IRF enabled)
EoR	End of Row Switch (L3 with IRF enabled)
Core	Core Switch (L3 with IRF enabled)
HPE IMC	HPE Intelligent Management Center

3. Introduction and Disclaimers

3.1. About SIDBI

- 3.1.1. Small Industries Development Bank of India (SIDBI) set up on 2nd April 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector as well as for co-ordination of functions of institutions engaged in similar activities.
- 3.1.2. The bank provides its services through a network of offices located all over India.
- 3.1.3. For Detailed information on the functions of the bank and complete list of subsidiary / associate organization of SIDBI may visit our website www.sidbi.in.

3.2. Purpose of RfP

- 3.2.1. The purpose of RfP is to shortlist premium partner of HPE for supply, installation, configuration and support of HPE Intelligent Management Center (IMC) software for management of Network Switches (both L2 and L3) across the bank.
- 3.2.2. The specifications/ license requirement given in SoW are minimum requirements of the Bank and the software should support the features from day one.
- 3.2.3. Details of the Requirement, Scope of Work, Selection of bidder and other terms and conditions are given in the subsequent sections of this tender document.

3.3. Current Setup

3.3.1. DataCenter and DR Site

1. The bank has deployed two layer switching architecture (Core and ToR) at DataCenter and DR Site. The computing devices (servers, storage, security etc) are connected to the ToR switches over various VLANs. ACLs are added on the core switches for traffic filtering.

Further, aggregation switches are used for termination of WAN & LAN links etc, which are in-turn connected to the core switches through security devices.

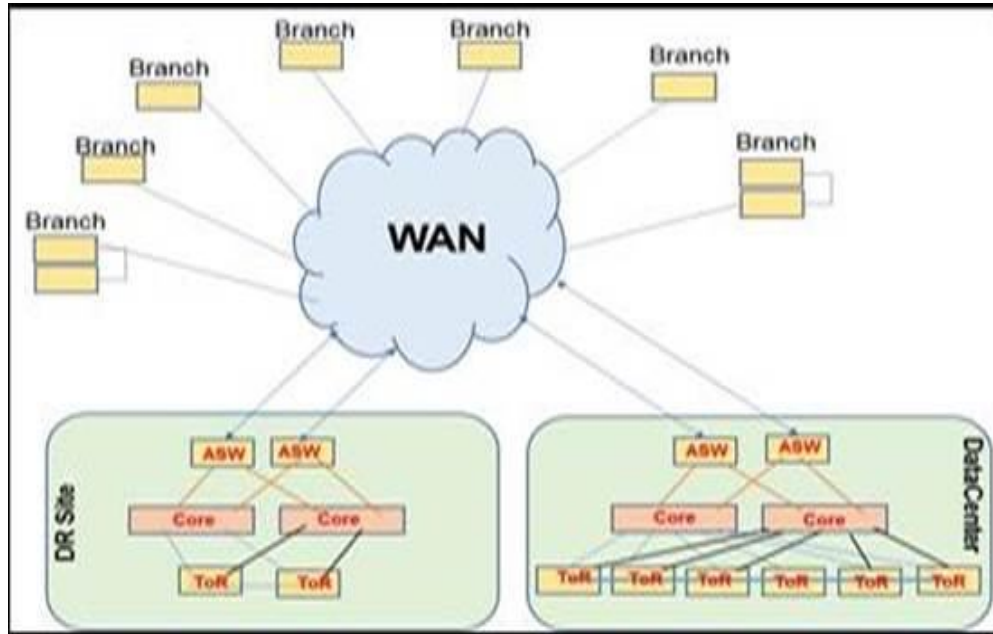
2. All the switches are Layer 3 and of HPE make and under Warranty/AMC.
3. IRF is enabled between all the switches.
4. The make and model of L3 switches are as under:

S.N.	Type	Make	Model	Quantity	
				DataCenter	DR Site
1	Core	HPE	7900	2	2
2	EoR	HPE	5930	6	2
3	Aggregation	HPE	5930	2	2

3.3.2. Other locations

1. The LAN at all other locations/offices is based on L2 managed switches. The number of L2 switches at each location is dependent on the density of nodes at respective locations.
2. Currently, all the L2 switches at the locations are of HPE make i.e., 2900 series.

- 3.3.3. The connectivity diagram is as under:



3.3.4. The bidder to note that, the bank may during the period of contract would procure switches from any other make.

3.4. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

3.5. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

3.6. Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, POC etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

3.7. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

3.8. Recipient Obligation to Inform Itself

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.

3.9. Evaluation of Offers

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

3.10. Acceptance of Selection Process

Each Recipient / Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

3.11. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document.

3.12. Acceptance of Terms

A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer.

3.13. Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

3.14. Conflict of Interest

- 3.14.1. In this tender, either the bidder on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same model/product.
- 3.14.2. If a bidder submits bid on behalf of the Principal/ OEM, the same bidder shall not submit a bid on behalf of another Principal/ OEM for the same item/ product.

4. Scope of Work

4.1. Requirement

- 4.1.1. The requirement of is based on the number of switches currently installed in the bank and the details of licensing with part numbers is as under:

S.N.	Part Number	Description	Qty.
1	JG747AAE	HPE IMC Std SW Plat w/50-node E-LTU	1
2	U4AR0E	HPE 3Y FC 24x7 IMC Std SW Plat ELTU SVC [for JG747AAE]	1
3	U8JL7E	HPE IMC Startup SVC [for JG747AAE]	1
4	JG749AAE	HPE IMC Std and Ent Add 50-node E-LTU	3
5	U4AN8E	HPE 3Y FC 24x7 IMC Std and Ent Ad E- SVC [for JG749AAE]	3
6	JG750AAE	HPE IMC NTA SW Mod w/5-node E-LTU	1
7	U4AQ0E	HPE 3Y FC 24x7 IMC NTA SW Mod ELTU SVC [for JG750AAE]	1
8	U8JL7E	HPE IMC Startup SVC [for JG750AAE]	1
9	JG751AAE	HPE IMC NTA SW Mod Add 5-node E-LTU	5
10	U4AN9E	HPE 3Y FC 24x7 IMC NTA Mod Add E- SVC [for JG751AAE]	5
11	U8JL7E	HPE IMC Startup SVC [for JG751AAE]	5

- 4.1.2. All the licenses should be perpetual and in the name of the bank.

4.2. Delivery and Installation

- 4.2.1. The bidder should supply the software as per the specifications, features and functionalities mentioned in this RfP.
- 4.2.2. The bidder should carry out installation and configuration of the software as per the banks requirement. The installation/configuration should be carried out from SIDBI, Chennai Office and if required by the bank, the same to be carried out on holidays or after office hours. The installation/configuration should have minimum downtime to avoid disruption in operations of the bank.
- 4.2.3. The software should be installed on VM, which will be provided by the bank. Further, the software should have its own database which should support maximum of 500 devices.
- 4.2.4. The details of VM and O/s that would be provided by the bank are as under:
1. The software should be installed on VM, which would be provided by the bank. The details of VM that would be provided by the bank would be "6 core CPU, 16GB RAM, 1Gig NIC, 1TB storage, Video card supporting 1024 x 768 resolution".

2. During the period of contract if the bank propose to use external databases viz., Microsoft SQL Server 2008 Service Pack 3 (Windows only) or Oracle 11g Release 1 (Linux only) / Oracle 11g Release 2 (Linux only) or Oracle 12c Release 1 (Linux only), the bidder to carry out the same without any additional cost to the bank. The database in such scenario will be provided by the bank.
 3. The installation of software should be on Red Hat Linux 7.x X64 (Enterprise edition). The software would be provided by the bank.
- 4.2.5. Any other hardware/software required for operation of the software should be provided by the bidder. No additional cost whatsoever would be paid by the bank.

4.3. Configuration and Integration

- 4.3.1. The bidder should integrate all the network switches at DC and DR i.e. core, aggregation and End of Row switches. The number of switches to be integrated with the software at DC and DR are as under:

S.N.	Type	Make	Model	Quantity	
				DataCenter	DR Site
1	Core	HPE	7900	2	2
2	EoR / ToR	HPE	5930	6	2
3	Aggregation	HPE	5930	2	2

- 4.3.2. The bidder should integrate at least 50 number of L2 switches installed at various locations. The details of locations and number of switches in each location would be provided by the bank to shortlisted vendor.
- 4.3.3. The bidder should configure 802.1x on the above mentioned devices using the software.

4.4. Demonstration

The bidder should demonstrate the following:

- 4.4.1. Managing and creation of VLANs on DC and DR switches.
- 4.4.2. Managing ACLs (basic, advanced and user-defined) including viewing, configuring and deployment of ACLs on DC and DR switches.
- 4.4.3. Monitor device performance, report generation, network visualization, and alarm notification on the integrated switches.
- 4.4.4. Verify whether the devices are up to date, backed up, or modified in any particular way.
- 4.4.5. Ascertaining the health of a particular device, connectivity testing, real-time data, and the option to Telnet/SSH into the device from the software to fix any issues.
- 4.4.6. Upgradation of software or installation of patches.

4.5. Warranty and ATS

- 4.5.1. The warranty/ATS of software should be 24X7X365, Comprehensive and BACK-TO-BACK from OEM for a period of three (3) years from the **date of acceptance**.
- 4.5.2. The warranty/ATS should cover updates, upgrades of software, maintenance and support for its proper operation, performance and output as specified in the

tender technical specifications during the entire period of warranty at no cost to Bank.

4.5.3. The bidder shall warrant that the software is free from bugs.

4.6. **Support**

- 4.6.1. Comprehensive on-site 24X7X365 support by bidder and OEM during Warranty / ATS period. OEM support should be remote, telephonic and mail. Bidder support should be on-site.
- 4.6.2. Bidder support for day to day operational issues as and when arises, installation of updates/upgrades as and when released by OEM etc. The Bank will log call to the bidder central help desk only. The call logging from Bank side would be from central location.
- 4.6.3. Any coordination required with OEM; it would be the responsibility of bidder engineer.
- 4.6.4. SIDBI should also be able to raise Tag with the OEM and the tag support should be 24X7, bidder has to provide credentials for the same.
- 4.6.5. The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation will be recorded for information of the selected bidder.
- 4.6.6. Any corruption in the software shall be rectified during the full period of the contract including Warranty at no extra cost to the Bank.
- 4.6.7. The software should be supported by the OEM and the bidder for a period not less than 5 years (Warranty and future AMC, if so, required by the bank) from the date of acceptance by the Bank.
- 4.6.8. SIDBI conducts periodic Information Security audit by third party as per regulatory requirements. In case of any observation by the auditor for upgradation of software to mitigate the risk, the same will be conveyed to the bidder. The bidder is required to upgrade the software supplied by them, subject to availability from OEM.
- 4.6.9. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty / AMC. Upon receipt of such notice the Bidder shall, resolve the software issue without any cost to the Bank.
- 4.6.10. Any corruption in the software shall be rectified during the full period of the contract including warranty at no extra cost to the Bank.

4.7. **IPv6**

- 4.7.1. SIDBI is in the process of deploying IPv6 and hence the software should be IPv4 and IPv6 ready from day one.
- 4.7.2. Migration to IPv6, during the period of contract has to be carried out by the bidder without any additional cost to the bank.

4.8. **Training**

The selected bidder shall arrange for training on installation, configuration and administration of software to at least 3 to 4 officials of Bank. The training should be in Chennai.

4.9. **Responsibility of SIDBI**

- 4.9.1. SIDBI or its outsourced partner from central location would be logging all calls with the vendor central help desk and coordinating for call closure.

- 4.9.2. Make available site for installation with VM, RHEL 7.x Operating.
- 4.9.3. Provide complete details of switches for integration.
- 4.9.4. Provide details of contact person at the location/office where software would be installed.
- 4.9.5. Providing downtime, if any during installation, maintenance etc.

5. Information to Bidders

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

5.1. Pre-bid Meeting

- 5.1.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 5.1.2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
- 5.1.3. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted on or before the date as indicated in the "Critical Information" sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 5.1.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 5.1.5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

5.2. Amendment to the bidding document

- 5.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 5.2.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 5.2.3. The amendment will be posted on Banks website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>).
- 5.2.4. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

5.3. 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 Bank and supporting documents and printed literature shall be written in English.

5.4. Documents Comprising the Bid

- 5.4.1. The bid shall consist of Minimum eligibility, Technical bid and Commercial bid.

- 5.4.2. Bidder to submit point by point compliance to the technical specifications and it should be included in the Bid. Any deviations from the specifications should be clearly brought out in the bid.
- 5.4.3. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

5.5. Bid Currency

Bids should be quoted in Indian Rupee only.

5.6. Tender Form Cost

Non-refundable Bid Price as specified in '**Critical Information**' section of this RfP, by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', payable at Chennai must be submitted separately along with RFP response.

5.7. Earnest Money Deposit (EMD)

- 5.7.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in "**Critical Information**" Section of this RfP.
- 5.7.2. EMD should be in the form of:
1. Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai **OR**
 2. Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - IX**.
- 5.7.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 5.7.4. Request for exemption from EMD (Security Deposit) will not be entertained.
- 5.7.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
1. Issue of Lol / purchase order to the successful bidder **OR**
 2. The end of the bid validity period, including extended period (if any) **OR**
 3. Receipt of the signed contract from the selected Bidder; **whichever is earlier**.
- 5.7.6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and submission of Performance Bank Guarantee by the bidder.
- 5.7.7. In case the acceptance of equipment is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank.
- 5.7.8. The bid security (EMD) may be forfeited:
1. If a Bidder withdraws its bids during the period of bid validity.
 2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 3. In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.

4. In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

5.7.9. MSEs are exempted from paying EMD, subject to furnishing of valid certificate for claiming Exemption.

5.8. **Period of Validity of Bids**

- 5.8.1. Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in "**Critical Information**" Section of this RfP.
- 5.8.2. In exceptional circumstances the Bank 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 and price bid submitted by the bidder shall also be extended.
- 5.8.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

5.9. **Deadline for submission of Bids**

- 5.9.1. The bids must be received by the Bank at the specified address not later than the date specified in "**Critical Information**" section.
- 5.9.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 5.9.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5.10. **Late Bids**

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

5.11. **Modification And/ Or Withdrawal of Bids**

- 5.11.1. 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 Bank, prior to the deadline prescribed for submission of bids.
- 5.11.2. 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 Bank not later than the deadline for submission of bids.
- 5.11.3. No bid may be modified or withdrawn after the deadline for submission of bids.
- 5.11.4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

5.12. **Quotation of Price for all Items**

- 5.12.1. The Bidder should quote for list of all the items proposed / listed in this Bid.
- 5.12.2. In case, prices are not quoted by any bidder for any specific item / product / service for the purpose of evaluation the highest of the prices quoted by other bidders, participating in the bidding process, will be reckoned as the notional

price for that item/product / service, for that bidder and commercial evaluation would be carried out.

5.12.3. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other bidders (whose Price Bids are also opened) for that new item/product / service and highest price for buyback items will be reckoned. This shall be binding on all the bidders.

5.12.4. The Bank reserves the right to reject all such incomplete bids

5.13. Pre-Contract Integrity Pact

5.13.1. Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Public Sector Banks.

5.13.2. Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

5.13.3. Only those bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification. Those bids not containing the Integrity pact are liable to be rejected.

5.13.4. The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.

5.13.5. The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-X** on **non-judicial stamp paper of requisite value** (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility bid.

5.13.6. The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness

5.14. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

5.15. Documents to be submitted

5.15.1. Bidders are required to submit their responses non-window sealed envelopes as detailed below:

S.N.	Bid Contents	Annexure
A.	Envelop 1- MINIMUM ELIGIBILITY BID	
1	No. of Copies : One Hard Copy and one Soft Copy	
2	Cover Label: “Minimum Eligibility - RfP for Procurement of HPE IMC Software – Tender No. 500/2020/1527/CBO/ITV dated December 06, 2019 “	
	Cover Contents:	
	(i) Bid forwarding letter	Annexure -I

S.N.	Bid Contents	Annexure
3	(ii) Minimum Eligibility Bid	Annexure -II
	(iii) Manufacturer Authorisation Form	Annexure -V
	(iv) Power of Attorney for authorized signatory	Annexure -VI
	(v) Non-Blacklisting	Annexure -VII
	(vi) DD/ Pay Order / BG towards EMD.	Annexure -VIII
	(vii) Non-Disclosure Agreement	Annexure -IX
	(viii) Pre-Contract Integrity Pact	Annexure -X
	(ix) Details of bidder support locations	Annexure -XI
	(x) Bank Mandate Form	Annexure -XII
B.	Envelop 2 - TECHNICAL BID	
1	No. of Copies: <i>One Hard Copy and one Soft Copy</i>	
2	Cover Label: "Technical Bid - RfP for Procurement of HPE IMC Software – Tender No. 500/2020/1527/CBO/ITV dated December 06, 2019 "	
	Cover Contents:	
3	(i) Technical Bid with all relevant Annexures and proof.	Annexure - III
	(ii) Statement of Deviations	Annexure -XIII
	(iii) Masked Commercial Bid	Annexure -IV
C.	Envelop 3- COMMERCIAL BID	
1	No. of Copies: <i>One Hard Copy</i>	
2	Cover Label: "Commercial Bid - RfP for Procurement of HPE IMC Software – Tender No. 500/2020/1527/CBO/ITV dated December 06, 2019 "	
3	Cover Contents:	
	(i.) Commercial Bid	Annexure –IV

5.15.2. All the three individual sealed envelopes should be kept in one large envelop (outer cover) and superscribed "RfP for Procurement of HPE IMC Software".

5.16. Sealing and Marking

- 5.16.1. The Bid shall be typed; all pages numbered and shall be signed by the Bidder **representative on whose favour Power of Attorney** is issued to bind the Bidder to the Contract.
- 5.16.2. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.
- 5.16.3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 5.16.4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 5.16.5. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

- 5.16.6. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Minimum Eligibility / Technical Bid covers will make bid liable for rejection.
- 5.16.7. Each of the envelope(s) shall be addressed to the Bank at the address given below:

The Deputy General Manager (Systems)
Small Industries Development Bank of India,
2nd Floor, Information Technology Vertical,
Overseas Towers, 756L
Anna Salai, **Chennai- 600002**

5.17. Opening of Bids by the Bank

- 5.17.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- 5.17.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
- 5.17.3. The Bidder name and presence or absence of requisite EMD, RfP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 5.17.4. 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.

6. Pre-Qualification / Minimum Eligibility Criteria

6.1. Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria.

S.N.	Criteria	Supporting Documents to be Submitted
1	The Bidder should be a partnership firm registered under LLP act, 2008 / Indian Partnership Act, 1931 OR Company in India as per Indian Companies Act, 1956/ Indian Companies Act 2013 and must have in existence for 5 years as on the date of RfP.	a) Copy of certificate of LLP registration. b) Copy of certificate of Incorporation and certificate of commencement of business in case of Public Limited Company OR Copy of certificate of Incorporation of Private limited Company, issued by the registrar of companies.
2	The Bidder should be PREMIUM PARTNER of HPE and partnership certificate should be valid as on the date of the submission of bid. The Bidder must be in position to provide support / maintenance / up gradation during the period of contract with the Bank and must be having back-to-back support from the OEM.	a. Partnership certificate and b. Bidder to submit Manufacturer Authorization Form (MAF) as per format provided in Annexure IV of this RFP.
3	The bidder should have minimum average annual turnover of INR 1 Crore over the last three (3) Financial years.	a. Audited balance sheet for last three years i.e. 2016-2017, 2017-2018 and 2018-2019. b. A certificate from Company auditor to that effect to be submitted.
4	The bidder should have positive net-worth and cash profit (i.e. no cash loss) in 2 years out of last 3 years.	Note: The documents certified by Chartered Accountants should mandatorily contain UDIN.
5	The bidder must have a currently valid GST registration certificate and PAN number.	Copies of GST and PAN to be enclosed.
6	The bidder should have supplied and Implemented HPE IMC software and integrated at least 50 network switches, in at least ONE organization in Government/ Financial Institutions / Scheduled commercial Banks / Government Departments / Semi-	1. Copy of PO issued and 2. Certificate from organization on successful supply, installation and maintenance of equipment.

S.N.	Criteria	Supporting Documents to be Submitted
	Government Departments / PSUs / Corporates in India during last five years from the date of this RfP.	
7	The bidder should have OWN support arrangement at Chennai.	Address and Contact Details to be provided as per Annexure- XI .
8	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-VIII .
9	Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank.	Self-Declaration by Bidder on the company's letter head signed by company's authorized signatory as per Annexure-IX is to be submitted

6.2. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon would be rejected/disqualified.

6.3. Last five years would be counted backward from the RfP issue date.

7. Evaluation Methodology

7.1. Preliminary Examinations

- 7.1.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 7.1.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 7.1.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. 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 Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 7.1.4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 7.1.5. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 7.1.6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 7.1.7. The Bank would also evaluate the Bids on technical and functional parameters including, witness demos, bidders presentation, verify functionalities, POC etc. No additional cost whatsoever would be paid to the bidder.

7.2. Clarification of bids

- 7.2.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids or seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response. The request for clarification and the response shall be in writing (Courier/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 7.2.2. SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

7.3. Minimum Eligibility Evaluation

- 7.3.1. In the first phase, the bank would evaluate the Minimum Eligibility bids as per the criteria specified in the RfP and information submitted by the bidders.
- 7.3.2. The bidder is required to submit documentary evidence for all the points along with **Annexure-III –Minimum Eligibility Criteria**.

- 7.3.3. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon would be rejected.
- 7.3.4. Pursuant to the evaluation of 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 minimum eligibility criterion.

7.4. Technical Evaluation

- 7.4.1. Pursuant to the evaluation of 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.
- 7.4.2. SIDBI 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 and meeting the technical specifications given in the tender. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.
- 7.4.3. During Technical evaluation the Bank at its discretion can ask the bidders for the demonstration / POC of all or some components/ features and components of the hardware items quoted by them. However, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration / POC.
- 7.4.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder
- 7.4.5. Bidder to submit point by point compliance to the technical parameters and it should be included in the Bid.
- 7.4.6. Any deviations from the specifications should be clearly brought out in the bid.
- 7.4.7. The bidder's disqualification during technical evaluation in any one item would result in disqualification of the tender as a whole.
- 7.4.8. All the bidders who qualify the technical evaluation will be short listed for commercial evaluation.

7.5. Commercial Evaluation

- 7.5.1. In this phase, commercial evaluation of technically qualified bidder would be carried out. Bidders who do not qualify the technical evaluation will NOT be invited for opening of commercials.
- 7.5.2. The technically shortlisted bidders would be invited for opening of commercial bids, the date and time for opening of commercial bids would be separately advised by the bank. The bidders are required to depute their representative for the same.
- 7.5.3. Based on the Total Cost of Ownership value quoted by the bidders (inclusive of GST), the lowest quoted price will be termed as L1 bid and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.
- The TCO would be based on the total cost quoted under Table-1, Table-2 and Table-3 of the commercial bid.
- 7.5.4. The bank would shortlist L1 bidder for awarding the contract.
- 7.5.5. Conditional commercial bids would be rejected.

7.6. Arithmetic errors correction

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

- 7.6.1. If there is discrepancy between the unit price and the net price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the net price shall be corrected unless it is a lower figure.
- 7.6.2. If GST rate is applied wrongly, the correct GST would be applied by the bank during commercial evaluation and the commercial bid would be re-calculated to determine TCO.
- 7.6.3. If the bidder does not accept the correction of errors, its bid will be rejected.
- 7.6.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

7.7. Award of Contract

- 7.7.1. The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, is the lowest commercial Bid (L1) .
- 7.7.2. The Bank would issue Lol / Purchase order to the successful bidder(s). The selected bidder has to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

8. Special Terms and Conditions

8.1. Price

- 8.1.1. The price quoted by the bidder should be in Indian Rupee and should be inclusive of all local taxes, VAT, service tax, duties, levies, transportation costs, back to back support with OEM during warranty/AMC, bidder support charges, insurance costs, implementation, training, lodging, boarding etc., till the bid validity period.
- 8.1.2. Once a contract price is arrived at, the same must remain firm throughout the period of contract and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 8.1.3. The validity of the price should be till the bid validity period. In case bid validity is extended, the validity of price bid would also be extended.
- 8.1.4. While any increase in the rates of applicable taxes or impact of new taxes imposed by Gol, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
- 8.1.5. No other cost whatsoever will be paid by SIDBI.

8.2. Terms of Payment

- 8.2.1. The payment terms would be:

Payment Installment	Documentary evidence to be submitted
50% payment	a) On delivery of software in the name of the bank. b) Submission of proof of delivery.
40% payment	a) On completion of Installation, configuration and integration of all the switches at DC, DR and 50 switches at other offices. b) Installation certificate has to be submitted by the duly signed, stamped and dated by the Bank officials
10% payment	a) On Acceptance of software by the Bank. b) Submission of Back to back warranty certificate from OEM valid for a period of 3 years from date of acceptance. c) Submission of performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid for a period of 36 MONTHS from the date of acceptance with invocation period of additional THREE months beyond expiry of warranty i.e., 36 months + 3 months. The performance bank guarantee should be as per the format given in Annexure –XXI .

- 8.2.2. All the payments will be made by respective bank locations electronically through RTGS/ NEFT. Hence, Bidder to submit along with technical bid:
1. Bank Mandate Form (as per **Annexure –XIII**)
 2. Cancelled cheque in original.
 3. GSTN Certificate
- 8.2.3. TDS, if any, will be deducted while releasing the payment.
- 8.2.4. All Payments will be made to the Bidder in Indian Rupee only.
- 8.2.5. All payments will be released within 4 weeks of receiving the undisputed invoice along with all the documentary proof.
- 8.2.6. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
- 8.2.7. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

8.3. Uptime

- 8.3.1. The bidder shall guarantee an uptime of **99%** for the software, during Warranty period, which shall be calculated on monthly basis. The percentage uptime is calculated on monthly basis (9 AM to 9 PM a day).
- 8.3.2. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/resolution within the contracted hours. "Failure" is the condition that renders the bank unable to use the software. "Restoration" is the condition when the selected bidder demonstrates that the software is in working order.
- 8.3.3. The Downtime calculated shall not include any:
- a) Failure of hardware
 - b) Failure of Communication links
 - c) Preventive maintenance activity and
 - d) Force Majeure.
- 8.3.4. The performance would be measured as under on monthly basis:

$$\text{Performance (\%)} = \frac{(\text{Total contracted minutes in a month} - \text{downtime Minutes within contracted minutes in a month})}{\text{Total contracted minutes in a month}} \times 100$$

- 8.3.5. The resolution and response time from its reporting is as under:

Classification	Response Time (hr)	Resolution Time (hr)
Software not working either by internal application error or data corruption.	4	6
Any abnormal behavior in working of application.	4	6
Issues in Network device enrolment process.	4	8
If any bug needs to be fixed or any configuration error.	4	8
Reports / Statistic not working.	4	8

- 8.3.6. The Response / Resolution Time starts from the time the call is logged.

- 8.3.7. The vendor's engineer will report at SIDBI offices after reporting of breakdown/non-working of software, through telephone/ email or portal to the vendor's centralized helpdesk as per call logging and escalation matrix.
- 8.3.8. Liquidity Damages would be charged for shortfall in performance compliance level.

8.4. Liquidity Damages

- 8.4.1. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, acceptance, warranty, maintenance, uptime etc. of the deliverables) by the Bidder.
- 8.4.2. The details of LD for various services are as under:

S.N.	Liquidity Damage
1	Delay in Delivery of software.
	<p>a) 1% of the order value (plus GST) for every week's delay subject to maximum of 10% (plus GST) of the order value for the location.</p> <p>b) In case the delay exceeds TEN weeks, the bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.</p>
2	Delay in installation and configuration
	<p>a) If the vendor fails to install the software within four (4) weeks from date of delivery, the bank will impose a penalty of 0.5% of the order value for each week's delay or part thereof, subject to maximum of 5% (plus GST) of order value.</p> <p>b) However, no LD will be imposed for the durations leading to delays in installation due to reasons solely attributable to the Bank.</p> <p>c) The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc.</p>
	Shortfall in Performance Compliance Level
3	<p>a) If the bidder fails to maintain guaranteed monthly uptime of 99%, for each location, the bank will impose LD @ 0.5% of the contracted value for the location, subject to a maximum of 10% of the total contract value.</p> <p>b) The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or vendor will be advised to pay the same.</p> <p>c) However, no LD will be imposed for the reasons solely attributable to the Bank, in such cases the bidder has to submit the proof.</p>

- 8.4.3. The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or vendor will be advised to pay the same.

8.5. Termination

- 8.5.1. Prior to the delivery of the hardware items, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder:

i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. In this event termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

8.5.2. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

1. Failure of the successful bidder to accept the contract;
2. Delay in delivery beyond the specified period;
3. Delay in completing installation / implementation / integration and acceptance tests / checks beyond the specified periods;

8.5.3. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

8.5.4. The bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and bid security, if any, under this contract.

8.5.5. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

9. General Terms and Conditions

9.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 9.1.1. "The Bank", "SIDBI", "Buyer" means Small Industries Development Bank of India (SIDBI);
- 9.1.2. "Bidder", "Vendor", "Supplier", "Seller" means the respondent to the RFP document.
- 9.1.3. "RFP" or "Tender" or "RfP" or 'Bid document' means the 'Request for Proposal document.
- 9.1.4. "Bid" may be referred to as 'Offer'.
- 9.1.5. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / MSME Development Centre / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 9.1.6. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 9.1.7. "The Goods" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 9.1.8. "The Services" means those services ancillary to the supply of the Goods/software, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, support, maintenance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 9.1.9. "The Project Site" means, the banks DataCenter at CtrlS, Mumbai, Regional Office, Chennai.

9.2. Use of Contract Documents and Information

- 9.2.1. The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 9.2.2. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

9.3. Subcontracts

The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract without prior written permission from the Bank.

9.4. Technical Information

- 9.4.1. The Bidder should strictly quote for the software complying with technical specifications given in **Annexure – III**.
- 9.4.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 9.4.3. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/ without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

9.5. Governing language

- 9.5.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 9.5.2. The technical documentation involving detailed instruction for operation and maintenance, users'
- 9.5.3. Manual, cables, accessories etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

9.6. Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

9.7. Compliance with all applicable laws

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

9.8. Compliance in obtaining approvals/ permissions/ licenses

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

9.9. Performance security

- 9.9.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value (**Total Cost of Ownership**) and valid

for WARRANTY period (3 years) + THREE months (3 months) towards invocation period, from the date of acceptance.

- 9.9.2. The performance guarantee to be submitted before release of full and final payment of the Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank.
- 9.9.3. Since the validity of the BG is linked to the warranty/ acceptance of the hardware, the bidder shall submit the BG only after getting the confirmation from the Bank about the acceptance & warranty period.

9.10. Delivery and Installation Schedule

9.10.1. Delivery

1. The Bidder should deliver the goods/software within **FOUR WEEKS FROM THE DATE OF PURCHASE ORDER.**
2. Delivery of the Goods/software shall be made by the Supplier in accordance with the terms of the Purchase Contract.

9.10.2. Installation

1. The Bidder shall install the goods/software and integrate/onboard network switches within **SIX WEEKS** from the date of delivery of the software.
 2. After completion of installation the bidder should obtain Installation certificate (the format of which would be shared with the shortlisted vendor(s)) from the Bank official at respective locations. SIDBI will carry out acceptance of hardware as per acceptance test plan.
 3. Installation will be treated as incomplete in one/all of the following situations:
 - a) Non-delivery of any software components as per the BOM.
 - b) Non-delivery of supporting documentation.
 - c) Delivery, but no installation of the components and/or software.
 - d) Improper integration, configuration and onboarding of switches.
 - e) System operational, but unsatisfactory to the Bank.
- 9.10.3. The Bank will consider the inability of the Bidder to deliver or install the software within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 9.10.4. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

9.11. Delivery and Documents

- 9.11.1. The software to be delivered at:

Location	Qty	Address
DataCenter, Mumbai	01	SIDBI, C/o CtrS Datacenters Ltd., Plot No.GEN-72/1/A, TTC Industrial Area, MIDC, Mahape, Navi Mumbai – 400701

- 9.11.2. The software would be installed on VM at DataCenter, Mumbai. However, the bidder has to carry out installation from **Chennai** (as banks network team is present at Chennai) for which access to VM will be provided by the bank.
- 9.11.3. The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

1. Original copy of the delivery challan, duly signed with name, designation, date and seal of the office concerned affixed. The challan should contain the seal and date of receipt of the equipment by SIDBI location.
2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
3. The Supplier will ensure that all systems along with software have been commissioned as per scope for successful and continuous operation at all installation sites.

9.12. **Acceptance**

- 9.12.1. The acceptance / performance test will be performed after completion of installation of software and onboarding of switches. The acceptance test will be conducted by the Bank or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 9.12.2. The Installation will be deemed as incomplete if any component of the software is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of software.
- 9.12.3. In the event of software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to cancel the order and recall all the payments made by the bank to the bidder.
- 9.12.4. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective software.
- 9.12.5. Acceptance test would be carried out by the banks network management team at Chennai. The vendors engineer should be available at SIDBI, Chennai during the acceptance testing.

S. N	Nature of activity	Remarks
1	Physical Delivery of the software and license as per the PO and Installation.	Delivery of software as per the PO and installation of the same.
2	Configuration	Configuration of the software and onboarding of network switches.
3	Verification of features	Verification of features as asked for in technical bid.
4	Acceptance Certificate.	On successful completion of acceptance test, bidder would be provided acceptance certificate by the bank.

- 9.12.6. The date of issue of acceptance certificate by the bank would be considered as acceptance date of the software.

- 9.12.7. The back to back warranty and support certificate from OEM should be from date of acceptance and the same to be submitted for release of final payment.

9.13. Repeat Order

- 9.13.1. The bank reserves the right to place order for additional software licenses, at same rates and terms & conditions during the period of contract from the date of acceptance of purchases order by the bidder. No additional cost whatsoever other than the cost contracted would be paid.
- 9.13.2. The unit cost quoted in the commercial bid for software licenses would serve as a rate contract during the entire period of the contract. The bank will place order for the additional items as per contracted rate and No additional cost whatsoever other than the contracted rate would be paid.
- 9.13.3. In case of any change in tax rates, the taxes prevailing at the time of placing repeat order would be applicable.

9.14. Change / Modification in Delivery Locations

Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations. The Bank in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed price if bank request. The Warranty/AMC should be applicable to the altered locations also.

9.15. Forfeiture of performance security

The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

9.16. No Commitment to Accept Lowest or Any Offer

- 9.16.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 9.16.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 9.16.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank 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 bank reserves the right to re-tender.

9.17. 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.

9.18. Contacting the Bank

- 9.18.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.

- 9.18.2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

9.19. **Taken / Brought over of Company**

Subsequent to the order being placed with SIDBI, in the event of bidder or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

9.20. **No Employer – Employee Relationship**

The selected bidder 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 Bank or any of its employees / officers / staff / representatives / personnel / agents.

9.21. **Patent Rights**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

9.22. **Corrupt and fraudulent practice**

- 9.22.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:

1. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
2. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

- 9.22.2. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

9.23. **Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

9.24. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

9.25. Confidentiality

- 9.25.1. This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI. The Bidders shall submit a non-disclosure agreement as per **Annexure -X** on non-judicial stamp paper of appropriate value at the time of submission of bids.
- 9.25.2. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

9.26. IPR Infringement

As part of this project, bidder / service provider will deliver different software, if the use of any such software by / for SIDBI, infringes the intellectual property rights of any third person, Service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

9.27. Indemnity

- 9.27.1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
- 9.27.2. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
- 9.27.3. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
- 9.27.4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- 9.27.5. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or

- 9.27.6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- 9.27.7. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
- 9.27.8. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
- 9.27.9. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 9.27.10. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- a) Notifies the Bidder in writing; and
 - b) Cooperate with the bidder in the defense and settlement of the claims.
- 9.27.11. The Bidder shall not be liable for defects or non-conformance resulting from:
- a) Software, hardware, interfacing not approved by Bidder; or
 - b) Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
 - c) Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
 - d) Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

9.28. **Limitation of liability**

Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision in **Clause 9.26 and Clause 9.27** hereinbelow, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

9.29. **Rights to Visit**

- 9.29.1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 9.29.2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
- 9.29.3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder

will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

9.30. Audit

The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

9.31. Grievances Redressal Mechanism

Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfP.

9.32. Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

9.33. Right of Publicity

Any publicity by the Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.

9.34. Force majeure

- 9.34.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding
- 9.34.2. obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
- 9.34.3. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.35. Resolution of Disputes

- 9.35.1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 9.35.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or

difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

- 9.35.3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 9.35.4. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 9.35.5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 9.35.6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 9.35.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

10. Annexure

10.1. Annexure I - Bid Forwarding Letter

(To be submitted on Bidders letter head)

To
The Deputy General Manager [Systems]
Small Industries Development Bank of India
Overseas Towers, 2nd Floor, IT Vertical
756L, Anna Salai
Chennai 600 002

Dear Sir,

Procurement of HPE IMC Software

1. We, the undersigned, offer to submit our bid in response and accordance with your tender No. 500/2020/1527/CBO/ITV dated December 06, 2019. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.
2. 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 90 days from the date of last day for submission of offer (Bid).
3. If our offer is accepted, we undertake to provide on-site comprehensive service support for the software supplied as per the above referred RFP, during warranty period of 3years.
4. The Warranty and ATS of software would be back to back from OEM. The warranty of software would start from date of acceptance of the solution by the Bank.
5. The price quoted by us includes back to back warranty / ATS and support from OEM.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.
8. We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Date :..... Name and Signature of Authorized Signatory:.....

Place: Designation: Phone & Mail id:.....

Name of Organization :..... Seal:.....

10.2. Annexure –II - Pre-Qualification / Minimum Eligibility Criteria

S. N.	Eligibility Criteria	Bidder's response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company	
	Documentary proof enclosed. (Yes / No)	
4	Address of Registered Office with contact numbers	
a	Address	
b	Land Line No.	
c	Fax No.	
d	Mail Id.	
5	Address of Local Office at Mumbai with contact numbers [Landline No]	
a	Address	
b	Land Line No.	
6	Address of Local Office at Chennai with contact numbers [Landline No]	
a	Address	
b	Land Line No.	
7	MSME Status (Tick appropriate)	
a	Company does not qualify the status of MSE.	
b	Company does qualify the MSE status.	
c	SC/ST	
d	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No)	
8	PAN No.	
	Copy of PAN enclosed. (Yes/No)	
9	GSTN Number	
	Copy of GST certificate enclosed. (Yes / No)	
10	HPE Premium Partnership Certificate (should be valid as on the date of RfP) to be attached.	
11	MAF from OEMs as per format given in Annexure –V enclosed. (Yes /No)	
12	Whether the bidder have supplied and Implemented HPE IMC software and integrated at least 50 network switches, in at least ONE organization in Government/ Financial Institutions / Scheduled commercial Banks / Government Departments / Semi-Government Departments / PSUs / Corporates in India during last five years from the date of this RfP.	

S. N.	Eligibility Criteria	Bidder's response
	(Yes/No)	
	Proof by way of Copy of PO issued OR Certificate from organization on successful supply, installation and maintenance of equipment to be submitted.	
13	Whether the bidder has OWN support arrangement at Mumbai and Chennai. (Yes/No).	
	Details of support location (address, phone no, contact person details) to be provided.	
14	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	
	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-VIII to be submitted.	
15	The Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank.	
	Self-Declaration by Bidder on the company's letter head is to be submitted	
16	Contact Details of Bidder's authorized representative to make commitments to SIDBI. Power of attorney at per format given in Annexure –VII to be submitted.	
a	Name	
b	Designation	
c	Land Line No.	
d	Mobile No.	
e	Mail Id	
18	Financials	
	Parameter	FY
		Amount in lakh
a	Annual Turnover	2016 – 2017
		2017 - 2018
		2018 - 2019
b	Cash Profit	2016 – 2017
		2017 - 2018
		2018 - 2019
c	Net worth	2016 – 2017
		2017 - 2018
		2018 - 2019
d	<i>Copy of audited balance sheet attached.</i> (Yes / No)	

S. N.	Eligibility Criteria	Bidder's response
19	OEM Contact Details	
a	Name of OEM	
b	Address of OEM's Office in India	
c	Contact Person Name, Mail ID and Mobile No.	
20	EMD Details	
a	DD / Pay Order / Bank Guarantee (specify)	
b	DD/BG Number	
c	Date of Issue of DD/BG	
d	Issuing Bank Name	
e	Amount (Rs.)	

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

10.3. Annexure –III - Technical Bid

S.N.	Specification	Bidders Response	Deviations, if any
A.	Details of Software		
A.1	Full Name of Software		
A.2	Software Version		
A.3	Year of Launch		
B.	Features and Integration		
B.1	Delivery and installation of software / licenses as per requirement of the bank given in Section 4.1		
B.2	Creation and managing VLANs on L3 switches.		
B.3	Managing ACLs (basic, advanced and user-defined) including viewing, configuring and deployment of ACLs on L3 switches.		
B.4	Monitoring device performance, report generation, network visualization, and alarm notification on the integrated switches		
B.5	Verification whether the switches are up to date, backed up, or modified in any particular way.		
B.6	Ascertaining the health of a particular device, connectivity testing, real-time data, and the option to Telnet/SSH into the device from the software to fix any issues		
B.7	Integration of 10XL3 switches at DC and 6XL3 switches at DR.		
B.8	Integration of 50 number of L2 switches at various branches.		
B.9	Configuration of 802.1X on all the switches above.		
B.10	Software IPv6 ready from day one.		
C.	Warranty, ATS and Support		
C.1	OEM Warranty/ATS of software for a period of 3 years from the date of acceptance by the bank.		
C.2	Bidder on-site support for a period of 3 years from the date of acceptance		

S.N.	Specification	Bidders Response	Deviations, if any
	by the bank.		
C.3	24X7 Tag Access from OEM to the bank.		
C.4	Uptime of Software – 99% (excludes hardware, O/s and VM related issues).		
C.5	Resolution and Response time of the bidder as per section 8.3.5		
D.	Special Terms and Conditions		
D.1	Acceptance of payment terms.		
D.2	Acceptance of LD terms		
E	General Terms and Conditions		
E.1	Delivery of software should be within four weeks from the date of PO.		
E.2	Installation of software and integration of devices should be within six weeks from the date of delivery of software.		

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...



10.4. Annexure –IV:- Commercial Bid - cum- Price Break-up Format

(Tender No.:500/2020/1527/CBO/ITV Dated December 06, 2019)

1. TABLE -1: COST OF SOFTWARE WITH THREE YEARS WARRANTY AND SUPPORT FROM OEM

S.N.	Part Number	Description	Qty.	Unit Cost	Net Cost (unit cost X Qty.)	GST on Net Cost (GST Rate X net cost)	Total Cost (Net Cost + GST on net Cost)
			A	B	C = A X B	D	E = C + D
1	JG747AAE	HPE IMC Std SW Plat w/50-node E-LTU	1				
2	U4AR0E	HPE 3Y FC 24x7 IMC Std SW Plat ELTU SVC [for JG747AAE]	1				
3	U8JL7E	HPE IMC Startup SVC [for JG747AAE]	1				
4	JG749AAE	HPE IMC Std and Ent Add 50-node E-LTU	3				
5	U4AN8E	HPE 3Y FC 24x7 IMC Std and Ent Ad E- SVC [for JG749AAE]	3				
6	JG750AAE	HPE IMC NTA SW Mod w/5-node E-LTU	1				
7	U4AQ0E	HPE 3Y FC 24x7 IMC NTA SW Mod ELTU SVC [for JG750AAE]	1				
8	U8JL7E	HPE IMC Startup SVC [for JG750AAE]	1				
9	JG751AAE	HPE IMC NTA SW Mod Add 5-node E-LTU	5				
10	U4AN9E	HPE 3Y FC 24x7 IMC NTA Mod Add E- SVC [for JG751AAE]	5				
11	U8JL7E	HPE IMC Startup SVC [for JG751AAE]	5				
Total Cost of software with three years back to back warranty & Support from OEM							



2. TABLE -2: Bidder Support Charges, Installation and Training

S.N.	Description	Cost	GST (on cost)	Total Cost (Cost + GST)
		A	B	C = A + B
1	Bidder support charges for a period of three years including installation and training cost.			

Date _____ Signature of Authorised Signatory ...
Place _____ Name of the Authorised Signatory ...
Designation ...
Phone & E-mail: _____
Seal ...

Note: Bidders are requested to note the following:

1. Conditional commercial bids would be rejected.
2. All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
3. Masked commercial bids must be given with TECHNICAL BID.
4. L1 would be based on Total Cost of Ownership (TCO).

10.5. Annexure –V - Manufacturer Authorisation Format

(To be submitted on OEM's letter head)

Ref:

Date:

To
The Deputy General Manager (Systems)
Small Industries Development Bank of India,
2nd Floor, Information Technology Vertical,
756L, Overseas Towers,
Anna Salai, **Chennai- 600002**

Dear Sir,

**Manufacturer Authorisation for
RfP No.: 500/2020/1527/CBO/ITV Dated December 06, 2019**

We **<OEM Name>** having our registered office at **<OEM Address>** are an established and reputed manufacturer of **<Software 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 software 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 are provided by **M/s** for all the products quoted for and supplied to the bank during the contract period.

<OEM Name>

<Authorised Signatory>

Name: _____

Designation: _____

10.6. Annexure –VI - Power of Attorney

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

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 ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal No. **500/2020/1527/CBO/ITV Dated December 06, 2019** for purchase of HPE IMC Software and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTI 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

10.7. Annexure –VII -Non Blacklisting

[To be submitted on the letter head of the Company]

Place: _____

Date: _____

To

The Deputy General Manager (Systems)
Small Industries Development Bank of India,
2nd Floor, Information Technology Vertical,
756L, Overseas Towers,
Anna Salai, **Chennai- 600002**

Dear Sir,

Tender No.: 500/2020/1527/CBO/ITV Dated December 06, 2019

We _____ (bidder name), hereby undertake that:

1. We are not blacklisted by Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last three years.
2. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

10.8. Annexure –VIII- EMD / Bid Security Form

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (RFP) No. 500/2020/1527/CBO/ITV Dated December 06, 2019 to supply HPE IMC Software (Herein after called the ‘the RFP’) to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor’s performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding `...../- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `...../- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any



of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (**Vendor's Bank**)

.....

Date.....

Address

.....

.....

10.9. Annexure –IX -Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Procurement of HPE IMC Software**” as per scope defined in the Request for Proposal (RfP) No.: 500/2020/1527/CBO/ITV Dated December 06, 2019 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, 2nd Floor, 756L, Overseas Towers, Anna Salai, Chennai- 600002 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

10.10. Annexure –X –Pre-Contract Integrity Pact

(To be submitted by bidders on non-judicial stamp paper of Rs.100/-)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on --- day of the month of ----, 2019 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its office at, 2nd Floor, 756L, Overseas Towers, Anna Salai, Chennai- 600002 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to appoint consultant for carrying out Procurement of HPE IMC Software and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2 Commitments of the BUYER

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to

be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.60,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - b) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - d) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - e) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
 - f) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - g) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - h) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - j) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(a) to (j) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11 Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.



12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The **parties** hereby sign this integrity Pact, at _____ on

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

10.11. Annexure –XI -Details of Bidders Support at Chennai

Location	Address	Contact Details
Chennai		Name: Phone No.: Mail id: Website:

The details asked for **are mandatory**. Non submission of same will be assumed as no support and bid will be disqualified.

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Phone & E-mail:
	Name of the Organisation ...
	Seal ...

10.12. Annexure –XII -Statement of Deviations

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid. **Clarifications given in Pre-bid will not be further entertained.**

S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

10.13. Annexure –XIII –Bank Mandate Form

(To be submitted in Duplicate)

Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of vendor / Bidder / supplier: _____

2. Vendor /Supplier/Bidder Code (if applicable):_____

3. Address of the vendor / Bidder / supplier:_____

City _____ Pin Code _____ E-mail id:_____

Phone No. with STD code:_____ Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate (if applicable):_____

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(As appearing in the Cheque book)		
(Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE2	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective _____ :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____
Date : _____

Signature of:
the party / Authorized Signatory

.....
Certified that particulars furnished above are correct as per our records.

Bank's stamp:

Date :

[Signature of Authorized Official from the Bank]

N.B.: RTGS/NEFT charges if any, is to be borne by the party

1, 2: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

10.14. Annexure –XIV- Performance Guarantee Format

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at Overseas Towers, 756L Anna Salai, Chennai (hereinafter called the Corporation) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for SIDBI's 'Project Details' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.

2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Project Details' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.

3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto _____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e _____, whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.

5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.

7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before _____. Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, which ever is earlier.

We, Bank (Bank Name and Details) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

In witness where of we have set and subscribed our hand and seal thisday of2019 .

SIGNED, SEALED AND DELIVERED.

BY
AT

IN THE PRESENCE OF

WITNESS

:

1)

Name
Signature.....
Designation.....

2)

Name.....
Signature.....
Designation.....

END OF RFP