



Small Industries Development Bank of India

**Request for Proposal (RfP)
For
Procurement of Dedicated Uncompressed [1:1] Premium
Internet Bandwidth at SIDBI, Mumbai & Chennai**

Tender No.	400/2014/993/BYO/ITV
Tender issue Date	January 16, 2014
Pre-Bid Meeting	January 22, 2014, 1130 hrs
Last Date and time for bid Submission	February 05, 2014, 1500 hrs
Tender Closing Date and Time	February 05, 2014, 1700 hrs
Date of Opening of Pre-qualification and technical bid	February 05, 2014, 1700 hrs
EMD / BG in lieu of EMD	₹1,10,000/-
Tender Form Cost	₹500/-

Issued By:

Deputy General Manager (Systems)
Small Industries Development Bank of India
Information Technology Vertical
3rd Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051
Ph:(022)67531100
Website: www.sidbi.in

Critical Information Summary

Schedule of Events:

Bidders [Service Provider] may note the schedule of following important events. Action may please be taken accordingly.

Purpose of RfP	RfP for Procurement of dedicated uncompressed (1:1) premium internet bandwidth at SIDBI Mumbai and Chennai office.
Tender No.	400/2014/993/BYO/ITV, Dated January 16, .2014
Earnest Money Deposit (EMD)	₹1,10,000/-
Last Date for receiving pre-bid clarifications.	January 20, 2014, 1500 hours
Pre-Bid Meeting	January 22, 2014, 1130hours
Date of posting of Clarifications / Revised RfP on website after pre-bid meeting.	January 27, 2014
Last date for submission of RfP responses.	February 05, 2014, 1500 hours
Tender Closing date and Time	February 05, 2014, 1700 hours
Opening of Pre-Qualification / Minimum Eligibility Criteria and Technical bid	February 05, 2014, 1700 hours
Opening of Commercial Bids	Will be intimated to short-listed Bidders
Venue of Pre-bid meeting, Opening of bids	SIDBI, MSME Development Center, Plot No.C-11, G Block, Bandra(E), Mumbai 400 051
Address for Communication	The Deputy General Manager (Systems) Small Industries Development Bank of India MSME Development Centre, 3rd Floor, Information Technology Vertical Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 Phone No. : 022-67531100 / 67531229 Fax No. : 022-67531236
Contact Numbers	
Sanjay Kumar Srivastava, DGM (Systems)	022-67531229, sssrivastav@sidbi.in
C R Prasad, AGM (Systems)	022-67531238, crprasad@sidbi.in

- The RfP is floated on SIDBI website (www.sidbi.in) and Central Public Procurement Portal (<http://eprocure.gov.in>). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on the above websites. Bidders must have close watch on website during the intervening period before submitting response to RfP.

Terms and Abbreviations

MIB	Management Information Base
DC	Datacenter, Mumbai
DR	Disaster Recovery Site
IOS	Internetwork Operating Systems
EMD	Earnest Money Deposit
PoP	Point of Presence
NNM	Network Node Manager
PBG	Performance Bank Guarantee
BG	Bank Guarantee
APNIC	Asia Pacific Network Information Centre
NIXI	Network and Internet Exchange of India
DNS	Domain Name Server
"The Bank" or SIDBI	Small Industries Development Bank of India
MPLS	Multiprotocol Label Switching
VPN	Virtual Private Network
ISP	Internet Service Provider
IPv4	Internet Protocol Version 4
IPv6	Internet Protocol Version 6
MSME	Micro Small and Medium Enterprises
NOC	Network Operating Center

1. Introduction and Disclaimers

1.1. Purpose of RfP

The purpose of RfP is to:

- Short list two Class 'A' ISPs for procurement of Internet bandwidth of 8Mbps uncompressed dedicated (1:1) premium Internet Bandwidth along with router on rental basis and block of 32 numbers of IPv4 and 128 numbers of IPv6 public IPs from each service providers for Datacenter, Bandra Kurla Complex, **Mumbai**.
- Shortlist one Class 'A' ISP for procurement of 2Mbps uncompressed dedicated (1:1) premium Internet Bandwidth along with router on rental basis and 8 numbers of IPv4 and 128 numbers of IPv6 public IPs for DR site at Overseas Towers, **Chennai**.

1.2. 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.

1.3. 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.

1.4. 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, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

1.5. No Legal Relationship

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

1.6. 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.

1.7. Evaluation of Offers

Each Recipient acknowledges and accepts that SIDBI may in its absolute discretion apply selection criteria specified in this RfP for evaluation of proposals for short listing / selecting the eligible vendor(s). The RfP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

1.8. Acceptance of Selection Process

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

1.9. Errors and Omissions

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

1.10. Acceptance of Terms

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

1.11. Requests for Proposal

Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact : Shri Sanjay Kumar Srivastava
Position : Deputy General Manager (Systems)
Email : sssrivastava@sidbi.in
Telephone : +91 - 22 - 67531229
Fax : +91 - 22 - 67531236

1.11.1. SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

1.11.2. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.

1.11.3. 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.

1.11.4. 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.

1.12. Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP.

2. Background

2.1. About SIDBI

Small Industries Development Bank of India (SIDBI) was established in April 1990.

The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of MSME sector.

The four basic objectives set out in the SIDBI Charter are Financing, Promotion, development and Co-ordination for orderly growth of industry in the MSME sector. The Charter has provided SIDBI considerable flexibility for adopting appropriate operational strategies to meet these objectives. The activities of SIDBI, as they have evolved over the period of time, now meet almost all the requirements of sector which fall into a wide spectrum constituting modern and technologically superior units at one end and traditional units at the other.

The bank provides its services through a network of branches located all over India. Detailed information on the functions of the bank is provided on the website, www.sidbi.in.

2.2. Present Setup

2.2.1. SIDBI has centralized setup with Datacenter [DC] at Mumbai and all locations/offices connected over IP MPLS VPN. Presently SIDBI has Internet Gateway at DC, Mumbai. All SIDBI locations/offices access the Internet over IP MPLS based WAN with proxy authentication. The Bank has procured Internet bandwidth from two service providers. The Internet links are terminated on link load balancer for load sharing and high availability. Further, the public IPs (IPv4) used are provided by respective service providers.

2.2.2. At present DR site, Chennai, SIDBI does not have Internet links.

2.3. Project Objective

2.3.1. SIDBI intends to procure Internet Bandwidth for a period of three years:

2.3.1.1. of equal capacity ie., 8Mbps uncompressed (1:1) premium Internet bandwidth along with block of 32 numbers of public IPv4 and 128 numbers of IPv6 IP addresses and all necessary hardware including router from each service provider, for its Datacenter at MSME Development Center, Plot No.11 & 12, Bandra Kurla Complex, Bandra [E], **Mumbai 400 051** and

2.3.1.2. Bandwidth of 2Mbps uncompressed (1:1) premium Internet bandwidth along with block of 8 public IPv4 and 128 IPv6 IP addresses and all necessary hardware including router from ONE service provider for its DR site at Overseas Towers, **Chennai**.

2.3.1.3. The details of requirement are summarized below:

S. N.	Location	BW (Mbps)	No of Public IPs		Remarks
			IPv4	IPv6	
1	Datacenter, Mumbai	8	32	128	From each ISP
2	DR Site, Chennai	2	8	128	From one ISP

2.3.2. Rate contract for future up-gradation of Internet bandwidth of DC and DR.

2.3.3. Detailed scope of work given in **chapter -4**.

- 2.3.4. The selection process consists of three phases viz., 1) Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.
- 2.3.5. The bank would shortlist two service providers as per procedure laid out in "Evaluation of Commercial Bids".
- 2.3.6. It may also be noted that all the activities in the IT operation are subject to audit / inspection by both internal/external auditors/RBI. Selected Bidder [Service Provider] must take same into consideration while delivering the desired services.

3. Instruction to Bidders

The Bidder [Service Provider] is 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.

3.1. Bid Price

Non-refundable Bid Price of ₹500/- (**Rupees five hundred only**) by way of Banker's Cheque/ Demand Draft/ Pay Order favouring 'Small Industries Development Bank of India', must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

3.2. Earnest Money Deposit (EMD)

All the responses must be accompanied by a refundable interest free security deposit of ₹1,10,000/- (**Rupees one lakh ten thousand only**) in the form of Demand Draft / Banker's Cheque drawn on a scheduled bank in favour of "Small Industries Development Bank of India" payable in Mumbai or BG as per format prescribed in **Annexure - VI**. No interest will be paid on EMD and it could be forfeited in case of default as per clause 7.5.

3.3. RFP closing date

RFP Response should be received by SIDBI not later than the time mentioned in 'Critical Information' section above, at SIDBI Office premises.

3.4. RFP Validity Period

- 3.4.1. The Bids must remain valid and open for evaluation according to their terms for a period of three (3) months from the date of the submission of bids.
- 3.4.2. 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 provided shall also be extended.

3.5. Late RFP Policy

Responses received after the due date / time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened within 02 weeks from the bid submission date.

3.6. Receiving of RFP Response

Receiving of RFP response will be recorded by SIDBI in a 'Bid Receipt Register' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferably through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

3.7. Requests for information

- 3.7.1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in

writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.

3.7.2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

3.7.3. However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

3.7.4. The Bank may in its absolute discretion seek, but under no obligation, to seek additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

3.7.5. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

3.8. Pre-bid meeting / Clarification of Bids:

3.8.1. 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 enquiry will be entertained after pre-bid meeting.

3.8.2. It would be the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of the meeting.

3.8.3. 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.

3.8.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal within **03** working days of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

3.8.5. Based on the discussions, if required, revised RfP document will be posted on SIDBI website and CPP portal after the pre-bid meeting and the Bidder [Service Provider] will be required to respond to the same.

3.8.6. No individual clarifications will be sent to the Bidder [Service Provider]. It is responsibility of bidder to check the Bank website and CPP portal before final submission of bids.

3.9. Amendment to the bidding document

3.9.1. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.

3.9.2. The amendment will be posted on [banks website and CPP portal](#). All Bidders [Service Provider] must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission takes place by any bidder for not checking SIDBI website for any latest update.

3.9.3. In order to allow prospective Bidders [Service Provider] 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.

3.10. Deadline for submission of Bids

3.10.1. The bids must be received by the Bank at the addressed specified, no later than **February 05, 2014, 1500 hours**.

3.10.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.

3.10.3. 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.

3.11. Modification and/Or Withdrawal of Bids:

3.11.1. The Bidder [Service Provider] 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.

3.11.2. The Bidder [Service Provider] modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

3.11.3. No bid may be modified after the deadline for submission of bids.

3.11.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its EMD.

3.11.5. Bank has the right to reject any or all tenders 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.

3.12. Language of Bid

The bid prepared by the Bidders [Service Provider], 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.

3.13. Bid Currency

Bids to be quoted in Indian Rupee only.

3.14. Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

3.15. Selection process

Successful Bidder will be selected through three bids evaluation process:

- 1) Pre-qualification /Eligibility evaluation
- 2) Technical evaluation
- 3) Commercial evaluation.

3.16. Details of Bids to be submitted

Bidders are required to submit their responses in three envelopes

S.N	BID CONTENTS	LABEL OF ENVELOP
A.	ENVELOP – I	
	PRE-QUALIFICATION / ELIGIBILITY BID	PRE-QUALIFICATION / ELIGIBILITY BID FOR PROCUREMENT OF INTERNET BANDWIDTH – RFP NO. 400/2014/993/BYO/ITV DATED 16/01/2014 ”
	i. DDs/ Instruments towards Bid Price & Earnest Money Deposit (EMD). <i>In case of BG towards EMD to be forwarded as per format prescribed in Annexure –VI.</i>	
	ii. Bid Covering letter as per format prescribed in Annexure-I.	
	iii. Response to Minimum Eligibility Criteria as per format prescribed in Annexure-II.	
	iv. Power of Attorney as per format prescribed in Annexure-III	
	v. Non-disclosure Agreement as per Annexure - VII.	
	vi. Bank Mandate Form as per Annexure –IX.	
	vii. Soft copy of minimum eligibility bid.	
B.	ENVELOP – II	
	TECHNICAL BID	TECHNICAL BID FOR PROCUREMENT OF INTERNET BANDWIDTH – RFP NO. 400/2014/993/BYO/ITV DATED 16/01/2014 ”
	i. Response to Technical Bid as per format prescribed in Annexure-IV.	
	II. Masked Commercial bid as per format prescribed in Annexure-V.	
	III. Soft copy of technical bid.	
C.	ENVELOP – III	
	COMMERCIAL BID	COMMERCIAL BID FOR PROCUREMENT OF INTERNET BANDWIDTH – RFP NO. 400/2014/994/BYO/ITV DATED 16/01/2014 ”
	I. Response to Commercial Bid as per format prescribed in Annexure-V.	

3.16.1. Above mentioned three separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “Bid for Procurement of Internet Bandwidth – Rfp No. 400/2014/993/BYO/ITV Dated January 16, 2014”.

3.16.2. All the individual envelopes must be super-scribed with the following information as well:

i) Name of the bidder, Contact Number and e-mail id.

3.16.3. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed. Authorized signatory (**on whose behalf power of attorney as per annexure –III is submitted**) must sign all the pages of the response.

3.16.4. Envelope I & II should also contain softcopies of respective response documents.

3.16.5. Faxed copies of any submission are not acceptable and will be rejected by the Bank.

3.16.6. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

3.16.7. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.



4. Scope of Work

The detailed Scope of Work for each service provider involves:

4.1. At Mumbai

The Bidder [Service Provider] should provide:

- 4.1.1. Dedicated 8Mbps uncompressed (1:1) Premium Internet Bandwidth upgradable to 10/16 Mbps in near future without up-gradation of last mile The link to be provided at SIDBI, MSME Development Center, 3rd Floor, Bandra Kurla Complex, **Mumbai-400051**, Maharashtra
- 4.1.2. Block of 32 numbers of IPv4 IP's and 128 numbers of IPv6 IP's. The router and the link to be configured for dual stack from day one.
- 4.1.3. Cisco 2921 router with K9 IOS. The router should support both IPv4 and IPv6 (dual stack) from day one. The router should be provided by the service provider and shall remain their property.

4.2. At Chennai

The Bidder [Service Provider] should provide:

- 4.2.1. Dedicated 2Mbps uncompressed (1:1) Premium Internet Bandwidth upgradable to 4/ 8 Mbps in near future without up-gradation of last mile. The Internet (Bandwidth) links at SIDBI, Overseas Towers, 756-L, Anna Salai, **Chennai-600002**, Tamil Nadu
 - 4.2.2. Block of 8 numbers of IPv4 IP's and 128 numbers of IPv6 IP's. The router and the link to be configured for dual stack from day one.
 - 4.2.3. Cisco 1921 router with K9 IOS. The router should support both IPv4 and IPv6 (dual stack) from day one. The router should be provided by the service provider and shall remain their property.
- 4.3. The public IPs with reverse lookups configured to enable Bank to use the same for hosting web servers, mailing solution etc.
 - 4.4. Upgrade to IPv6 as and when required during the period of contract will have to be done by the bidder without any additional cost to the Bank.
 - 4.5. The Bank may during the period of contract obtain additional IPv6 from APNIC, in such case the successful Bidder [Service Provider] unconditionally shall have to configure IPv4 and IPv6 addresses (dual stack).
 - 4.6. Protect the Bank data when moving through the service provider's network.
 - 4.7. All the equipments supplied by the bidder [Service Provider] to provide Internet bandwidth should comply with the policies laid down by the Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice/video and data traffic from a location outside the country.
 - 4.8. The last mile at both Mumbai and Chennai should be on fiber and handoff should be on Ethernet. **Wireless last mile is not accepted.**
 - 4.9. In case the bidder hires the last mile fiber connectivity from third party, the details thereof shall have to be explicitly provided at the time of bidding itself. Also, the bidder will be responsible to maintain and monitor the last mile connectivity on 24X7X365 basis.

- 4.10. Any equipment (if necessary), for providing the last mile connectivity will have to be supplied, installed and maintained (all throughout the service period) by the service provider and shall remain their property..
- 4.11. Provide a single window service for last mile connectivity, bandwidth including ownership of media, network hardware, ordering, implementation, operations and billing.
- 4.12. The vendor should provide proactive maintenance, management and monitoring of the Internet Bandwidth links to meet the desired SLA as specified in Service Level Agreement.
- 4.13. The bidder should provide interface to SIDBI for monitoring utilisation / performance reports on Real Time, Hourly, Daily and Weekly basis.
- 4.14. The bidder should provide help desk support on 24X7X365 basis.
- 4.15. The service provider should not block any website or a link without the prior permission of SIDBI. However, any abnormal behavior observed should be immediately reported to SIDBI.
- 4.16. The Bidder will be solely responsible for all liaisoning, regulatory and follow up jobs with the external agencies e.g. DoT, MTNL, BSNL, WPC, etc, for submitting applications/papers seeking all necessary approvals to meet project requirements/submission of payments etc., during project planning, execution, and tenure of contract.
- 4.17. Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access control to router etc., of Internet link the same will be intimated to the Bidder. The Bidder [Service Provider] to assist the Bank for compliance of the same. No additional cost would be paid by Bank.

4.18. Up-gradation of Bandwidth

In the event of operational requirement bandwidth of the link will be upgraded from the initial contracted value to higher value permanently, at the contracted rate. The Bank will place order for the same with respective service provider. The bidder [service provider] to carry out up-gradation within 15 days from the date of issue of PO.

4.19. Implementation Schedule

The bidder [service provider] to implement and commission the links within 4 weeks from the date of purchase order.

4.20. Maintenance Services

The Bank has network team at DC, Mumbai for monitoring and liaisoning with service provider for network related issues. The Bank network team will be single point of contact with the Bidder [Service Provider] NOC team for all service related issues.

The Bidder [Service Provider] to provide details of call lodging procedure along with escalation matrix.

4.21. Site Preparation and Installation

The Bidder [Service Provider] to perform site inspection to verify the appropriateness of the site before installation / commissioning of the link and provide detailed report.

All cabling should be done with proper clamping. The cabling should be neat and structured with PVC pipe casing.

4.22. Review meetings

SIDBI will review and discuss the performance of network monthly during first week of every month. After the meeting, minutes to be forwarded by the service provider.

4.23. Surrendering of Links

In case of any operational requirements or administrative reasons (like collocation of datacenter / DR site, Merger etc) the Bank may surrender the links by giving one month notice in advance.

4.24. Shifting of Links

In case of shifting of datacenter or DR site to alternate location of Bank, order will be placed with the Bidder [Service Provider] subject to feasibility of the service provider at the new location for shifting of the links at the contracted rate. If the service provider is not feasible at the new location, Bank would surrender the links.

4.25. Providing MIB of Router

The Bank has installed HPOV NNM at DC, Mumbai for additional monitoring by Bank's network team. The Bidder [Service Provider] to provide MIB of the router installed as part of solution to enable the Bank team to configure HPOV NNM for monitoring. The Bidder [Service Provider] to note that it is only additional monitoring employed by Bank on its own interest.

5. Service Level Agreement

5.1. This SLA describes the Service Levels applicable to the Non-achievement of a Service Level may attract penalties, as set out in this SLA. The bidder shall sign SLA with SIDBI incorporating following parameters:

S.N.	Parameter	
1	Working days	Seven days a week (Monday to Sunday)
2	Uptime	99.5% on monthly basis, with 100% port availability and bandwidth to be symmetric
3	Uptime Calculation	The percentage uptime shall be calculated on monthly basis as follows: Availability (in %) = $\frac{\text{Total no of Hours in month} - \text{Total Outage Hours in month}}{\text{Total No of Hours in month}} \times 100$
4	Throughput	100% non blocking
5	Latency	
a	Domestic	<30ms from DC and DR
b	International	<350ms from DC and DR
6	Packet Loss/Drop	<0.5% average over 1000 ping
7	Helpdesk Support	24X7X365
8	Maximum Time to restore	3.6 hours
9	Online portal for bandwidth utilization, link performance etc.	Real Time, Hourly, Daily, Weekly and Monthly
10	Dedicated Account Management Team	Single point of contact for service requirements such as ordering, implementation, operations and billing

5.2. Uptime and Exclusions

5.2.1. Total allowed downtime in a month for the Internet Bandwidth should not exceed 0.5% of the available time for that month. However, the vendor will resolve the problem ASAP (as soon as possible) on best effort basis.

5.2.2. Exclusions

- 5.2.2.1. Scheduled downtime mutually agreed, to be excluded from calculation of uptime.
- 5.2.2.2. Downtime due to force majeure will be excluded from calculation of uptime.
- 5.2.2.3. Any downtime, other than mentioned in item as above will be excluded for calculation of uptime, if mutually agreed in writing by the bidder and SIDBI.

5.3. Penalty Clauses for services

5.3.1. Availability / Uptime

Bidder should give uptime guarantee of 99.5% on monthly basis. In case uptime falls below the guaranteed level, SIDBI will impose a penalty. Levy of penalties is without prejudice to other rights and remedies available under this agreement. Levy of penalty will be calculated as under:

Uptime (%) Per Month	Penalty % on the Monthly Charges
>= 99.5	0
>= 98.5 and < 99.5	10

Uptime (%) Per Month	Penalty % on the Monthly Charges
>= 97.5 and <98.5	20
>= 96.5 and < 97.5	30
>= 95.5 and < 96.5	40
>= 94.5 and < 95.5	50
<= 95.5%	100

5.3.2. Service Delivery [Implementation]

In the event of non-provisioning of connectivity within one month from date of purchase order penalty at the rate of 1% of the order value (first year value) will be charged for every week's delay subject to maximum of 10%.

5.4. Disclaimer

In case service provider fails to achieve compliance level of services successively in two quarters or any three quarters in a financial year, SIDBI will reserve the right to re-look at the contract and redefine Service level agreement and penalty clauses to safeguard its interest.

6. Bid Evaluation Methodology

6.1. Objective

- 6.1.1. The objective of this evaluation methodology is to facilitate the selection of two Service Provider for supply of Internet bandwidth at Datacenter, Mumbai and one server provider for Internet bandwidth at DR Site, Chennai at optimal cost.
- 6.1.2. The period of service is three (03) years.
- 6.1.3. The project is based on fixed cost and the selected bidder has to deliver the services with performance level set out in this RfP document as 'Service Level Agreement' (SLA).

6.2. Evaluation Process

- 6.2.1. The Bank has adopted a Three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - a. Pre-Qualification / Minimum Eligibility Criteria
 - b. Technical Bid
 - c. Commercial Bid
- 6.2.2. The Bank shall evaluate first the 'Minimum Eligibility Criteria' bids and based on its evaluation, 'Technical Bids' shall be undertaken for evaluation at the second stage. Based on the outcome of Technical evaluation, 'Commercial bids' shall be opened for the technically qualified proposals only. The final selection will be done based on the commercial evaluation (L1) of technically short listed bidders.
- 6.2.3. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
- 6.2.4. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.
- 6.2.5. **Normalization** - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

6.3. Preliminary Examinations

- 6.3.1. 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.
- 6.3.2. 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.
- 6.3.3. 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.
- 6.3.4. 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. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site/s of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

- 6.3.5. 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.

6.4. Evaluation of Eligibility Criteria

- 6.4.1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 6.4.2. Successful bids out of this stage would be considered for technical evaluation.
- 6.4.3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

6.5. Evaluation of Technical Bids

- 6.5.1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
- 6.5.2. 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 affect the relative ranking of any bidder.
- 6.5.3. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
- 6.5.4. The shortlisted bidders, if required will be called for presentation on the solution based on the technical bids submitted by them to make an evaluation. Such presentations will become part of the technical bid. SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration, presentations or site visits.
- 6.5.5. Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the evaluation in accordance with the responses given for the identified requirements, within a short period after the last date of the submission of proposals. Accordingly, SIDBI will communicate a date and time to all Bidders.
- 6.5.6. During technical evaluation, SIDBI may interact with the customer references submitted by the bidder.

6.6. Commercial Evaluation

- 6.6.1. In this phase, the Commercial Bids of the Bidders [Service Provider], who are technically qualified as per section 6.5.8, shall be opened. The Commercial Bid should contain the total cost of all services, comprising of all items as mentioned in the RFP.
- 6.6.2. Based on the cost quoted by the Bidders [Service Provider], the Bidders would be declared L1, L2, L3
- 6.6.3. The bidders must therefore nominate its authorized representative to be present during commercial evaluation.

6.7. Arithmetic errors correction:

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

- 6.7.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
- 6.7.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 6.7.3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 6.7.4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct
- 6.7.5. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.

6.8. Short listing of two Bidder [Service Provider]

- 6.8.1. The bank would select the L1 and L2 bidders for the said contract provided L2 agrees to offer services at L1 rates in writing, post opening of commercial bids.
- 6.8.2. In case L2 does not agree to match the L1 bidder, L2 has to submit its refusal in writing on its letterhead within 5 working days from the date of opening of commercials and the offer then would be made to L3 bidder, to match the price of L1. The above procedure would be followed for all the bidders, who have been found suitable / eligible after evaluation of technical bids, one by one [L3, then L4, then L5 and so on], till one of the bidders agrees to match the L1 bid price.
- 6.8.3. The distribution of order would be:
- 6.8.3.1. **For DataCenter:** L1 and second service provider who matches L1 price by the process specified in section 6.8.2
- 6.8.3.2. **For DR Site:** L1 would be shortlisted.
- 6.8.3.3. Distribution of order by SIDBI would be binding on the bidders.
- 6.8.4. In case all the eligible bidders refuse to match the L1 bidder price, L1 bidder would be awarded contract for internet bandwidth for Datacenter, Mumbai and DR Site, Chennai. As regards to shortlisting of alternate service provider for Datacenter, Mumbai, re-tendering would be resorted to by the Bank suitably at a later date

7. Terms and Conditions

7.1. General

- 7.1.1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures & Appendices. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
- 7.1.2. At any time prior to the deadline for submission of Bids SIDBI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RfP by amendment and same will be placed on the bank's website & CPPP as corrigendum/ addendum for information of all prospective Bidders.
- 7.1.3. All such amendment shall become part of the RfP and same will be notified on bank's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.
- 7.1.4. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. SIDBI reserves the right to make any changes in the terms and conditions. SIDBI will not be obliged to meet and have discussions with any Bidder. However, SIDBI, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
- 7.1.5. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while preparing technical and commercial proposal for the project. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected service provider to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submission of the response.
- 7.1.6. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website and CPPP.
- 7.1.7. Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
- 7.1.8. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
- 7.1.9. SIDBI reserves the right to change the required specifications and ask for the revised bids or cancel the process without assigning any reasons.
- 7.1.10. The scope of the proposal shall be on the basis of single point responsibility, completely covering the services specified under this RfP, on end-to-end solution basis.

- 7.1.11. Bidder must be ready to accept the extension of the contract by a further period of maximum 06 (six) months on the same terms and conditions, if so desired by SIDBI.
- 7.1.12. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.
- 7.1.13. Depending on requirement, SIDBI may decide to move its Data Centre, DR Site, to any alternate locations during the contract period. In such scenario, Bank may advise the Service provider to shift the links to new premises without any extra cost.
- 7.1.14. Bidder should guarantee that the software and allied components used to service SIDBI are licensed and legal.
- 7.1.15. The Service Provider shall have the responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the Project, notwithstanding the fact that the Bidder may after procuring written consent of the Bank, appoint / procure services of third party suppliers (including software Bidders) to perform all or part of the obligations contained under this RFP, notwithstanding the fact that the Bank, if it deems fit, may for convenience enter into arrangements, including tripartite agreements, with such third party Bidders if required.
- 7.1.16. The Service provider's selection under this RfP document is on the understanding that this RfP contains only the broad provisions for the entire assignment. The Service provider shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment.
- 7.1.17. Bank shall be responsible for timely site readiness. Bank agrees that Bidder shall not be in any manner liable for any delay arising out of Bank's failure to make the site ready within the stipulated period.

7.2. Commercial Bid

- 7.2.1. **Currency:** The Bidder is required to quote in Indian Rupees ('INR/ ₹'). Bids in currencies other than INR may not be considered.
- 7.2.2. **Tax & Octroi:** The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess etc., that need to be incurred.
- 7.2.3. While any increase in the rates of applicable taxes or impact of new taxes 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.
- 7.2.4. It would be bidder's responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) has to provide the services at its own cost. However, if anything is missed out by SIDBI in the RfP document, SIDBI would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.
- 7.2.5. The Commercial Bid should be as per format mentioned in the RFP. In addition, the break-up of the amount over the three years period also needs to be given as

per format given. Item-wise unit cost, wherever asked, must be given as per format. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

7.3. Service Delivery

- 7.3.1. To meet SIDBI's requirements, as spelt out in the RFP, the Bidder must have the requisite experience in providing services in the field of connectivity, the technical know-how, and the financial wherewithal that would be required to successfully provide the services sought by SIDBI, for the entire period of the contract.
- 7.3.2. Selected bidder would be issued 'Letter of intent (LOI)' or Purchase Order on final selection and completion of internal approval formalities of the bank. Exercise of signing of contract will be parallel activity. While both the parties will endeavour in signing of contract fast, Service provider must start its activities to commence its services based on the LOI/PO issued and stick to the delivery schedule mentioned in this RfP document irrespective of the date of signing of contract.
- 7.3.3. Service Level Requirement and Penalty in not achieving the same have been described in the 'Service Level Arrangement' chapter.
- 7.3.4. The Bidder would align its expertise from its respective backend technology practice/tower/vertical in the organisation to attend any critical technical issue as and when required. It may be noted that SIDBI will not allow remote access of its data or systems for attending to any technical problem.
- 7.3.5. Time is the essence of this RfP/ Contract to be entered with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions of the contract.
- 7.3.6. SIDBI reserves the right to stop availing of part of the services anytime during the contract period without assigning any reason thereof, with a prior written notice of 90 days. Payment of such services shall be made on pro-rata basis till the date of stopping of the services and any payment made already in advance shall be adjusted from any payments to be made in future.

7.4. Rules for Responding to the RFP

- 7.4.1. The responses to the RfP would be deemed to be legal documents and will form part of the final contract. Bidders are required to attach a 'Letter of Competence' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 7.4.2. The pre-bid meeting for clarifying the tender conditions, specifications, procedure for procurement etc. will be held as mentioned in Critical Information (Section 2.1). The interested agencies may submit their queries in the matter, if any, sufficiently in advance at-least 3 days before the date of pre-bid meeting to advise clarifications in the pre-bid meeting. Further clarifications, if any would be issued in the form of addendum on banks website and CPPP / by way of letters/ e mail to the prospective bidder which will form part of the tender document.
- 7.4.3. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of SIDBI, the information furnished is incomplete or the Bidder does not qualify for the contract.
- 7.4.4. The Commercial and Technical bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be rejected.
- 7.4.5. The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional

information. All the credentials, claimed in the response, must be accompanied with necessary proof. SIDBI would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.

- 7.4.6. By submitting a proposal, the Bidder agrees to promptly enter into the contract with SIDBI for any work awarded to the Bidder. Failure on the part of the selected Bidder to enter into the contract with SIDBI within stipulated time will relieve SIDBI of any obligation to the Bidder, and a different Bidder may be selected.
- 7.4.7. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.
- 7.4.8. Responses received after the due date / time would be considered late and shall not be received/ accepted or opened. Late received bids shall be returned unopened within 02 weeks from the bid submission date.
- 7.4.9. SIDBI would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.
- 7.4.10. SIDBI shall not be liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.
- 7.4.11. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
- 7.4.12. Responses received become the property of SIDBI and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
- 7.4.13. The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the. The Bank reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion.

7.5. Bid Security and Performance Guarantee

7.5.1. Bid Security / Earnest Money deposit (EMD)

- 7.5.1.1. All the responses must be accompanied by a refundable interest free security deposit of ₹1,10,000/- (₹ one lakh ten thousand only) in the form and manner as prescribed elsewhere in this document.
- 7.5.1.2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 7.5.1.3. The Demand Draft/ Pay Order / BG should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Bank.
- 7.5.1.4. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:

- 7.5.1.5. In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
- 7.5.1.6. In case the successful Bidder fails to accept the LOI/ purchase order as specified in this document within 05 working days from the date of LOI/ Purchase order for any reason whatsoever; or
- 7.5.1.7. In case the successful Bidder fails to provide the performance guarantee within 30 working days from the date of issuing the LOI/ placing the order by the Bank or signing of the contract, whichever is earlier, for any reason whatsoever; or
- 7.5.1.8. In case the successful bidder expresses its inability to enter into the contract within 60 days from the date of LOI/ purchase order.
- 7.5.1.9. Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.**
- 7.5.1.10. The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:
 - 7.5.1.10.1. Issue of Letter of Intent (LOI)/ Purchase order; OR
 - 7.5.1.10.2. End of the bid validity period including extended period (if any), whichever is earlier; OR
 - 7.5.1.10.3. Receipt of the signed contract and performance security from the successful bidder.

Whichever is earlier.

- 7.5.1.11. Successful bidder will be refunded the EMD amount only after submission of Performance Bank Guarantee as mentioned in the following section.

7.5.2. Performance Guarantee

- 7.5.2.1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the total contract value with BG validity up to the last date of the contract and invocation period of 03 (three) months beyond the BG validity date.
- 7.5.2.2. In the event of non-performance of obligation or failure to meet terms of this RfP/ Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
- 7.5.2.3. The Project will be deemed complete only when the solutions and services contracted for by the Bank are delivered in good condition, installed, commissioned, implemented, tested and accepted as per the requirements of the contract executed between the Bank and the Successful Bidder.
- 7.5.2.4. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the contract and forfeit the EMD.
- 7.5.2.5. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.
- 7.5.2.6. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the

Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

- 7.5.2.7. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
- 7.5.2.8. If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a financial year, SIDBI will inter-alia, be at liberty to invoke the performance guarantee within the ambit of Section 6.5.2(6) hereinabove in addition to other remedies available to it under the contract or otherwise.
- 7.5.2.9. Time shall be the essence of the contract, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

7.6. Payment Terms

- 7.6.1. Payment of recurring charges will be paid in quarterly equal installments at the end of each quarter.
- 7.6.2. Payment for any quarter will be made after deducting TDS/other taxes and applicable penalty pertaining to previous quarter. However, penalty pertaining to last quarter will be deducted from the last installment payable.
- 7.6.3. Payment of first installment will be released only after submission of Performance Bank Guarantee. In case of delay in commencing services, payment will be made on pro-rata basis for the services delivered.
- 7.6.4. Payment for subsequent quarters will be made only after the payments of previous quarters have been released.
- 7.6.5. **Payment in case of Termination of contract** – In case the contract is terminated payment will be made on pro rata basis for the period services have been delivered, after deducting applicable penalty, TDS/other taxes and adjusting other pending charges, if any.
- 7.6.6. All the payments including refund of EMD (if submitted in the form of DD/ Pay order) will be made by SIDBI Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] Bank Mandate Form as per format prescribed in **Annexure – IX**. In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again, however Xerox copy of same to be attached.

7.7. Acceptance of the solution

- 7.7.1. The services will be deemed to have been accepted once all the requisite services deliveries have been commenced to the satisfaction of SIDBI and acceptance testing has been carried out. Service provider must obtain confirmation of acceptance from SIDBI at appropriate time.
- 7.7.2. SIDBI shall confirm and give its signed form of acceptance/ rejection within a specific time period. If such signatures are not given within the agreed time period

say 15 working days, then such signatures shall be deemed to have been given by SIDBI.

7.8. Scheduled dated of commencement of Services:

Successful Bidder / Service provider will deliver the services **within four weeks** from the date of LOI/Purchase order.

7.9. Penalty Clauses

7.9.1. Penalty clause is defined as follows for different purposes. All of them are independent of each other and several and cumulative and not exclusive of each other.

7.9.2. Penalty charged towards shortfall in achieving Service Level Requirement during the contract period has been defined in 'Service level Agreement' Chapter - 5.

7.9.3. Delay in delivery of the links, will attract penalty as defined in 'Service level Agreement' Chapter - 5.

7.10. Insurance

Insurance of all the equipment deployed by the service provider as part of the contract shall be taken by the service provider till the end of the contract. SIDBI would not be responsible for any damage caused to the equipment due to any reason whatsoever. SP has to replace the same at its own cost for continuation of the services.

7.11. Rules for Evaluation of Responses

7.11.1. To assist in the scrutiny, evaluation and comparison of responses/offers, SIDBI may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Bidder whose clarification is not received by SIDBI within the stipulated time or is found not suitable to the proposed project.

7.11.2. Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, within a week's period after the last date of the submission of proposals, as mentioned in 'Critical Information' of this document. Accordingly, SIDBI will communicate a date and time to all Bidders. The Bidder will arrange such demonstrations, presentations or site visits at its own cost.

7.11.3. SIDBI may appoint the services of an external consultant for evaluation of the bids.

7.11.4. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

7.11.5. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI shall not be liable to any person for excluding or rejecting any such proposal.

7.11.6. SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. SIDBI would not give any clarification/explanation to the concerned bidder in case of such rejection.

7.11.7. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

7.11.8. SIDBI will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, SIDBI shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

7.12. Sub-Contracting

7.12.1. Delivery of all the services as per the scope of this RfP shall be the sole responsibility of the bidder.

7.12.2. No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this RfP or agreed by the Bank in writing.

7.12.3. The Service Provider should obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.

7.12.4. Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ subcontractor to the satisfaction of the Bank and Bank should have access to such records.

7.12.5. In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

7.12.6. The Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

7.12.7. In respect of that part of the services which involve chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the subcontractor.

7.13. Term and Termination

7.13.1. The contract shall commence on the effective date and continue for a period of three (03) years thereafter. If so desired by SIDBI, contract may be extended for a maximum period of 6 months on the same terms and conditions.

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

7.13.2.1. Delay in delivery/ commencement of services beyond the specified period;

7.13.2.2. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.

7.13.3. Without prejudice to the generality of the foregoing, the Bank will be entitled to terminate this RFP and any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

7.13.3.1. Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- 7.13.3.2.If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.
- 7.13.4. Bank shall have the option to terminate this RFP and any subsequent agreement **without assigning any reason thereof**, in whole or in part by giving **at least 90 days prior notice in writing**.
- 7.13.5. The successful Bidder shall not have any right to terminate the Agreement entered into subsequent to this RfP, for convenience. However, without prejudice to the generality of the foregoing, the successful Bidder will be entitled to terminate the agreement entered into subsequent to this RfP, if:
- 7.13.5.1. Bank materially breaches any of its obligations set forth in this Tender and subsequent Agreement and:
- 7.13.5.2. Such breach is not cured within thirty (30) Working Days after Bidder gives written notice, or
- 7.13.5.3. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide Bidder, within thirty (30) Working Days, with a reasonable plan to cure such breach.
- 7.13.6. This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
- 7.13.6.1. The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- 7.13.6.2. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- 7.13.6.3. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- 7.13.6.4. The other Party becomes the subject of a court order for its winding up.
- 7.13.7. Either Party shall have the immediate right to terminate this Tender and subsequent Agreement upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.
- 7.13.8. Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.
- 7.13.9. Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay all the undisputed fees outstanding till the date of termination to the Service Provider, within thirty (30) days of completion of the reverse transition period.
- 7.13.10. Upon the termination or expiry of this Tender and subsequent Agreement:
- 7.13.10.1. The rights granted to Bidder shall immediately terminate.
- 7.13.10.2. Upon Bank's request, with respect to, (i) any agreements for maintenance, services or other third-party services used by Bidder to provide the Services; and (ii) the assignable agreements, Bidder shall,

use its reasonable commercial endeavors to assign such agreements to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

7.13.10.3. Upon Bank's request in writing, Bidder will be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

7.13.11. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Security Deposit /Performance Guarantee given by successful Bidder.

7.13.12. Notwithstanding the existence of a dispute, and/or the commencement of **arbitration proceedings**, the Bidder will be expected to continue providing uninterrupted services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism has been complied with.

7.14. **Corrupt and fraudulent practice**

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:

7.14.1. "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.

7.14.2. "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.

7.14.3. 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.

7.15. **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.

7.16. **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.

7.17. Confidentiality

- 7.17.1. 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 - VI on non-judicial stamp paper of appropriate value at the time of submission of bids.
- 7.17.2. The Bidder [Service Provider] shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services being outsourced within the ambit of this RfP.

7.18. IPR Infringement

As part of this RfP 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.

7.19. Limitation of liability

- 7.19.1. Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision in Clause 6.31 herein below, 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.
- 7.19.2. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the Contract Value.

7.20. Rights to Visit

- 7.20.1. All records of the Bidder with respect to any matters covered by this Tender document/Agreement 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.
- 7.20.2. 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.
- 7.20.3. 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.

7.21. 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.

7.22. 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 activities outsourced within the ambit of this RfP.

7.23. Compliance with Statutory and Regulatory Provisions

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

7.24. Taxes and Duties

7.24.1. The service provider shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services/products at site including incidental services and commissioning.

7.24.2. The service provider must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum Wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Bank in this regard.

7.24.3. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the service provider at his cost.

7.24.4. **Tax deduction at Source** - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the service provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

7.25. Contingency Plan / Disaster Recovery Policy

Participating service provider should have well defined contingency plan or DR Policy in place so as to ensure the continuity of services in the event of any disruptions. Service provider should furnish the details of the same.

7.26. 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.

7.27. Resolution of Dispute

7.27.1. SIDBI and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, SIDBI and Bidder have been unable to resolve the dispute amicably, either party may require that the

dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

7.27.2. The dispute resolution mechanism to be applied shall be as follows:

7.27.2.1. In case of Dispute or difference arising between SIDBI and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by SIDBI. Chief General Manager/ General Manager, ITV, SIDBI, Mumbai shall be the Sole Arbitrator. The Arbitration proceedings shall be conducted in the Office of SIDBI at Mumbai.

7.27.2.2. 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;

7.27.2.3. The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

7.27.3. The Agreement shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

7.27.4. No conflict between the BIDDER and SIDBI shall cause cessation of services. Only by mutual consent the services will be withdrawn.

7.28. Force Majeure

7.28.1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract subsequent to this RfP is the result of an event of Force Majeure.

7.28.2. If a Force Majeure situation arises, successful bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, successful bidder shall continue to perform its obligations under the Agreement entered into subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.28.3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem

7.28.4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

7.29. Indemnity

7.29.1. 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:

7.29.1.1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or

- 7.29.1.2. 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
- 7.29.1.3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- 7.29.1.4. 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
- 7.29.1.5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- 7.29.1.6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
- 7.29.1.7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
- 7.29.1.8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 7.29.2. 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:
 - 7.29.2.1. Notifies the Bidder in writing; and
 - 7.29.2.2. Cooperate with the bidder in the defense and settlement of the claims.
- 7.29.3. The Bidder shall not be liable for defects or non-conformance resulting from:
 - 7.29.3.1. Software, hardware, interfacing not approved by Bidder; or
 - 7.29.3.2. 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.
 - 7.29.3.3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
- 7.29.4. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

7.30. MSME Status:

Bidders in their proposals are required to indicate their MSME status as per the following definition:

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to ₹25 lakh	Up to ₹10 lakh
Small	Upto ₹500 lakh	Upto ₹200 lakh
Medium	Upto ₹1000 lakh	Upto ₹500 lakh

8. Pre-Qualification / Minimum Eligibility Criteria

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	Proof to be Submitted
1	The bidder should be a Company Registered under Company act 1956.	Copy of registration certificate to be submitted.
2	The bidder should be a Registered Class 'A' ISP with license covering PAN India. The Class A license should be currently valid.	Copy of Class A, ISP certificate to be submitted.
3	The bidder should be in business of providing Internet Bandwidth for at least five years as on the date of this tender.	Copies of contract executed evidencing the fact should be enclosed OR Certification/undertaking letter to be submitted providing the details of clients.
4	The bidder should have relevant ISO certification.	Copy of certificate to be enclosed.
5	The bidder should have a minimum average annual turnover of ₹50 crore over the last three (3) years i.e. FY 2011, 2012 and 2013.	CA Certificate for last three years ending March / September 2013 to be submitted.
6	The bidder should have positive networth and cash profit (ie., no cash loss) in 2 years out of last 3 years. Supporting the fact the bidder should furnish CA certificate for last three years ending March' 2013.	The certificate should provide the details of networth, cash profit and turnover for last three years.
7	The bidder should not be currently blacklisted by any Central/State Govt. depts/Public Sector Banks.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
8	ISP should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite).	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
9	The bidder should be a member of NIXI and shall be peering IPv4 and IPv6 with NIXI at least two locations.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
10	The bidder should have dual stack (IPv4 and IPv6) ready network.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
11	The bidder should be capable of providing last mile connectivity on Fiber at both Mumbai and Chennai. Wireless last mile will not be accepted.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
12	The PoP from which last mile is extended to SIDBI, Mumabi and Chennai should have redundancy of equipments, links, power, backhaul	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.

	connectivity etc.	
13	The bidder should be capable of providing block of 32 numbers of IPv4 and 128 numbers of IPv6 addresses for Mumbai link and block of 8 numbers of IPv4 and 128 numbers of IPv6 address for Chennai link.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
14	The bidder should have their own Network Operating Center (NOC) in India to provide 24X7X365 customer support.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted. along with details of NOC.
15	The bidder should have service center/service personnel at Mumbai and Chennai to rectify the hardware, software, peripheral and link relates issues.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
16	The bidder should have fully resilient and self healing network architecture on fiber medium on the domestic backbone up to the International gateway in India.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
17	The bidder should be capable of increasing / decreasing the bandwidth on demand within 2 weeks from the date of intimation.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
18	The bidder should be capable of providing browser based tool for checking of Internet Bandwidth Utilization / Performance on Real Time, Hourly, Daily and Weekly basis.	Certification / Undertaking letter from Company Secretary or external auditor is to be submitted.
19	The bidder should have provided Internet Bandwidth of at least 8Mbps to at least 3 enterprise customers during last 2 years.	Copies of the purchase order issued and/OR a certificate / letter from the organization for having completed the project successfully and its satisfactory performance to be submitted.

1. Annexures

Annexure –I

Bid Covering Letter

Date :

The Deputy General Manager (Systems)
Small Industries Development Bank of India,
3rd Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

**Procurement of Dedicated Premium Internet Bandwidth for
SIDBI, Mumbai and Chennai**

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RfP document 400/2014/993/BYO/ITV dated 16.01.2014. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a commercial Proposal. The minimum eligibility criteria and technical proposal are put in one envelop and the commercial proposal in separate envelop.

If contract discussions are held during the period of validity of the Technical proposal, i.e., before **[Insert Date]**, we undertake to contract with SIDBI, failing which our EMD may be forfeited. Our Technical Proposal is binding upon us and is subject to the modifications resulting from contract discussions.

We undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date.

Until a formal contract is prepared and executed, this offer, together with the bank's written acceptance thereof and the bank's notification of award would constitute a binding contract between us.

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

We understand that the bank may reject any or all of the offers without assigning any reason whatsoever.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure -II

Minimum Eligibility

Following format has to be filled by the Bidder [Service Provider] and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

S. N	Minimum Eligibility Criteria	Bidder's response	
1	Name of the company		
2	Year of establishment		
3	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd / partnership /proprietary]		
4	Registration No. and date of registration. Registration Certificate to be enclosed	Registration No: _____ Registration Dt.: _____	
5	Address of Registered Office with contact numbers [phone /fax]	Phone No.: _____ Fax No.: _____	
6	PAN No. Copy of PAN card to be attached.		
7	Service Tax No.		
8	Whether Bidder has submitted Bank Mandate Form as per Annexure -IX . If existing service provider of Bank, whether copy of Bank Mandate Form attached. (Yes/No)		
9	Contact Details of Bidder authorized to make commitments to SIDBI. (Power of attorney of authorized representative as per format given in Annexure -III to be submitted).		
a	Name		
b	Designation		
c	Mobile No.		
d	Fax No.		
e	Mail Id		
10	Financials (in lakhs)		
	FY	Networth	Turnover
A	2010-2011		
B	2011-2012		
c	2012-2013		
c	CA certificate certifying the aforesaid financial figures for last 3 years must be submitted. Copy of Balance Sheet or P&L A/c must not be submitted towards proof of above facts.		
11	MSME Status (as per the definition at section 7.30 of the RfP)		
A	Whether the Company qualifies the status of MSME. (Yes / No)		
B	If the Company qualifies MSME Status, whether the company is owned by Scheduled Caste or Scheduled Tribe.		

S. N	Minimum Eligibility Criteria	Bidder's response
C	Attach MSME registration certificate or a certificate from Chartered Accountant.	
12	The bidder should be a Registered Class 'A' ISP and the Class A license should be currently valid. Copy of license to be enclosed	
13	The bidder should not be currently blacklisted by any Central/State Govt. Depts/Public Sector Banks. Certification / Undertaking letter from Company Secretary / external auditor is submitted. (Yes / No)	
14	The bidder should have relevant ISO certification. Details of ISO certification to be provided. Copy of Certificate attached. (Yes /No).	
15	The bidder should have dual stack (IPv4 and IPv6) ready network. Certification / Undertaking letter from Company Secretary / external auditor is submitted. (Yes / No).	
16	The bidder should have their own/direct access to International Gateway in India for providing Internet bandwidth which should be connected onto international fiber system only (not on satellite). Certification / Undertaking letter from Company Secretary / external auditor is submitted. (Yes / No).	
17	The bidder should have fully resilient and self healing network architecture on Fiber medium on the domestic backbone up to International gateway in India. Certification / Undertaking letter from Company Secretary / external auditor is submitted. (Yes / No).	
18	The bidder should be a member of NIXI and shall be peering IPv4 and IPv6 with NIXI at least two locations. Certification / Undertaking letter from Company Secretary / external auditor is submitted. (Yes / No)	
19	The bidder should be capable of providing last mile connectivity on Fiber at both Mumbai and Chennai. (Wireless last mile will not be accepted.). Certification / Undertaking letter from Company Secretary / external	

S. N	Minimum Eligibility Criteria	Bidder's response
	auditor is submitted. (Yes / No).	
20	The bidder should be capable of providing block of 32 IPv4 and 128 IPv6 addresses for Mumbai link and block of 8 IPv4 and 128 IPv6 address for Chennai link.	
	Certification / Undertaking letter from Company Secretary / external auditor is submitted. (Yes / No).	
21	The bidders PoP from which last mile is extended to SIDBI, Mumbai and Chennai should have redundancy of equipments, links, power, backhaul connectivity etc.	
	Certification / Undertaking letter from Company Secretary / external auditor providing the details of NOC to be submitted.	
22	The bidder should have their own Network Operating Center (NOC) in India to provide 24X7X365 customer support.	
	Certification / Undertaking letter from Company Secretary / external auditor providing the details of NOC to be submitted.	
23	The bidder should be capable of increasing / decreasing the bandwidth on demand within 3 weeks from the date of intimation.	
	Certification / Undertaking letter from Company Secretary / external auditor is submitted. (Yes / No).	
24	The bidder should be capable of providing browser based tool for checking of Internet Bandwidth Utilization / Performance on Real Time, Hourly, Daily and Weekly basis.	
	Certification / Undertaking letter from Company Secretary / external auditor is submitted. (Yes / No).	
25	The bidder should have service center / service personnel at Mumbai and Chennai to rectify the hardware, software, peripheral and link related issues.	
	Certification / Undertaking letter from Company Secretary / external auditor is submitted. (Yes / No).	
26	The bidder should have provided Internet Bandwidth of at least 8Mbps to at least 2 enterprise customers during last 2 years.	

S. N	Minimum Eligibility Criteria	Bidder's response
	Copies of purchase order and/or certificate/undertaking letter from Company Secretary / external auditor mentioning the details of client with contact numbers along with bandwidth subscribed etc to be submitted.	

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Note	<ol style="list-style-type: none"><i>1. Bidder [Service Provider] response should be complete, wherever details are asked for the bidder to provide complete details.</i><i>2. Documentary proof, sealed and signed by authorized signatory, must be submitted</i><i>3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.</i><i>4. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.</i>
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Annexure -III

Proforma of Power of Attorney
(To be executed on non-judicial stamp paper)

BY THIS POWER OF ATTORNEY executed on _____, 2014, 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. 400/2014/993/BYO/ITV dated January 16, 2014** for Dedicated [1:1] Premium Internet Bandwidth at SIDBI, Mumbai and Chennai and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTN 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

Annexure -IV

Technical Bid

Bidder [Service Provider] response to the Technical Bid of this Tender document must be provided as per following structure. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter, format of which has been given at the end of this section.

S.N.	Technical Specifications	Bidders Response	Deviation, if any
1	The Internet bandwidth should be dedicated, uncompressed (1:1) premium Internet bandwidth upgradable to 10/16Mbps at Mumbai and 4Mbps at Chennai in near future without up-gradation of last mile. The last mile should be on Fiber and the handoff should on Ethernet. The last mile should be in full duplex.		
2	The ISP/bidder should have fully resilient and self-healing network architecture, on fiber medium, from the international gateway in India upto the international Points of Presence.		
3	The bidder to provide Cisco 2921 router at Mumbai and Cisco 1921 at Chennai along with K9 IOS. The router supplied should have capability to support upgradable bandwidth.		
4	The router should be configured for dual stack (IPv4 and IPv6).		
5	All the equipments supplied by the bidder should be capable of handing higher bandwidth in case up-gradation is required during period of contract.		
6	During the period of contract SIDBI may obtain additional IPv6 addresses from APNIC. The bidder to unconditionally configure IPv4 and IPv6 (dual stack).		
7	Details about bidder's backbone setup and Network Diagram. Should include details of connectivity from domestic backbone up to International gateway in India and International gateway in India to International point of presence.		
8	Details of International Gateways in which bidder has ownership. (No. of Gateways, Name of Gateway, ownership details etc).		
9	Details of last mile connectivity provided by the bidder from the nearest PoP to SIDBI premises. The details should include type of		

S.N.	Technical Specifications	Bidders Response	Deviation, if any
	connectivity, own or third party, maximum capacity supported, equipment to be used for termination of links etc. In case of third party link(s) details of the party to be given along with nature of tie-up.		
10	The PoPs from last mile is extended to SIDBI should be completely managed and should have redundancy of equipments, links, power, backhaul connectivity etc		
11	<p>Details about on-line interface proposed to SIDBI for monitoring uptime/downtime, bandwidth usage and other SLA parameters.</p> <p>Screen shots of various reports which can be obtained from the portal to be submitted.</p> <p>The bidder should be able to demonstrate on-line at SIDBI premises the features of on-line Interface.</p>		
12	The service provider should not block any website or a link without the prior permission of SIDBI.		
13	Protect the Bank data when moving through the service provider's network.		
14	All the equipments supplied by the bidder [Service Provider] to provide Internet bandwidth should comply with the policies laid down by the Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice/video and data traffic from a location outside the country.		
15	The Bidder will be solely responsible for all liaisoning, regulatory and follow up jobs with the external agencies e.g. DoT, MTNL, BSNL, WPC, etc, for submitting applications/papers seeking all necessary approvals to meet project requirements/submission of payments etc., during project planning, execution, and tenure of contract.		
16	Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access control to router etc., of Internet link the same will be intimated to the Bidder. The Bidder [Service Provider] to assist the Bank for compliance of the same. No additional cost would be paid by Bank.		
17	Any equipment (if necessary), for providing the last mile connectivity will have to be		

S.N.	Technical Specifications	Bidders Response	Deviation, if any
	supplied, installed and maintained (all throughout the service period) by the service provider and shall remain their property.		
18	Details of call lodging and call monitoring and Escalation mechanism (trouble ticketing mechanism). The entire process from call logging to call resolution to be mentioned in detail.		
19	Up-gradation of Bandwidth: In the event of operational requirement bandwidth of the link will be upgraded from the initial contracted value to higher value permanently, at the contracted rate. The Bank will place order for the same with any of the service provider depending upon past performance of the service provider. The bidder [service provider] to carry out up-gradation within 15 days from the date of issue of PO.		
20	Implementation Schedule: The bidder [service provider] to implement and commission the links within 4 weeks from the date of purchase order.		
21	Maintenance Services: The Bank has network team at DC, Mumbai for monitoring and liasoning with service provider for network related issues. The Bank network team will be single point of contact with the Bidder [Service Provider] NOC team for all service related issues.		
22	The Bidder [Service Provider] to provide details of call lodging procedure along with escalation matrix.		
23	Site Preparation and Installation: The Bidder [Service Provider] to perform site inspection to verify the appropriateness of the site before installation / commissioning of the link and provide detailed report.		
24	Review meetings: SIDBI will review and discuss the performance of network monthly during first week of every month. After the meeting, minutes to be forwarded by the service provider.		
25	Surrendering of Links: In case of any operational requirements or administrative reasons (like collocation of datacenter / DR site etc) the Bank may surrender the links by giving one month notice in advance.		
26	Service Level Agreement (SLA)		
a	Working days	24X7	
b	Uptime	99.5% on monthly basis, with 100% port availability and	

S.N.	Technical Specifications		Bidders Response	Deviation, if any
		bandwidth to be symmetric		
c	Throughput	100% non blocking		
d	Latency			
(i)	Domestic	<30ms from DC and DR		
(ii)	International	<350ms from DC and DR		
e	Packet Loss/Drop	<0.5% for 1000 pings		
f	Helpdesk Support	<30ms		
g	Maximum Time to restore	3.6 hours		
h	Online portal for bandwidth utilization, link performance etc.	Real Time, Hourly, Daily, Weekly and Monthly		
i	Dedicated Account Management Team	Single point of contact for service requirements such as ordering, implementation, operations and billing		
27	Details of Business Continuity Plan implemented by the bidder.			
28	Any other technical information bidder wishes to furnish.			

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure -V

Commercial Bid

S.N	Item Description	Cost Per Annum (Rs)		Taxes		Total Per Annum (inclusive of Taxes) C=A+B	Cost for 3 Years D=CX3
		Figures	Words	Description	Amount		
		A			B		
A.	Datacenter, Mumbai						
1	Cost of Dedicated 8Mbps [1:1] Premium Internet Bandwidth, including last mile on fiber and port charges etc.						
2	Cost of router on rental and any other equipment installed for extending connectivity.						
3	Cost of block of 32 numbers of IPv4 IPs						
4	Cost of block of 128 numbers of IPv6 IPs						
5	Cost towards management and support for the link						
6	Total -A						
B.	DR Site, Chennai						
1	Cost of Dedicated 2Mbps [1:1] Premium Internet Bandwidth, including last mile on fiber and port charges etc.						
2	Cost of router on rental any other equipment installed for extending connectivity.						
3	Cost of block of 8 numbers of IPv4 IPs						
4	Cost of block of 128 numbers of IPv6 IPs						
5	Cost towards management and support for the link						



S.N	Item Description	Cost Per Annum (Rs)		Taxes		Total Per Annum (inclusive of Taxes)	Cost for 3 Years
		Figures	Words	Description	Amount		
		A			B	C=A+B	D=CX3
6	Total -B						
C.	Future Upgrades						
1	Cost towards 10Mbps [1:1] Premium Internet Bandwidth, including last mile on fiber and port charges etc for DC, Mumbai Office.						
2	Cost of Dedicated 16Mbps [1:1] Premium Internet Bandwidth, including last mile on fiber and port charges etc for DC, Mumbai.						
3	Cost of Dedicated 4Mbps [1:1] Premium Internet Bandwidth, including last mile on fiber and port charges etc. for DR, Chennai.						
	Total -C						
D.	TCO for Three Years (Total –A + Total –B + Total –C)						

- All the rates must be quoted in INR.
- L1 will be arrived based on TCO for three years **(S.N. D)**.
- The cost quoted should be valid for a period of three years.

Date

Place

Signature of Authorised Signatory ...

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure -VI

Proforma for the Bank Guarantee for Earnest Money
(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

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

WHEREAS (Name of Vendor) (hereinafter called the "the service provider") has undertaken, in pursuance of Request for Proposal (RFP) No. 400/2014/993/BYO/ITV dated 16.01.2014 for procurement of Internet bandwidth for SIDBI, Mumbai and Chennai Office (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 ₹ 1,10,000/- (Rupees one lakh ten thousand only) on behalf of the Vendor.

We -----Bank further undertake not to revoke and make ineffective the guarantee during its 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.1,10,000/- (Rupees one lakh ten thousand 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 Rs.1,10,000/- (Rupees one lakh ten thousand 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 Rs.1,25,000/- (Rupees one lakh twenty five thousand 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 (bidder's Bank)

.....

Date.....

Address

.....

.....

Annexure -VII

NON-DISCLOSURE AGREEMENT

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**supply of dedicated Internet bandwidth at SIDBI, Mumbai and Chennai**” as per scope defined in the Request for Proposal (RfP) No. dated..... for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (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.

Authorised Signatory

Name:

Designation:

Office Seal:

Annexure -VIII

Proforma for Performance Guarantee

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE 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 3rd Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation) having agreed to accept from M/s. 'Service Provider Name' having its office at 'Service Provider'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").

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.

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.



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.

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.

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

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 of2014 .

SIGNED, SEALED AND DELIVERED.

BY
AT

IN THE PRESENCE OF WITNESS :1) Name

Signature.....

Designation.....

2) Name

Signature.....

Designation.....

Annexure -IX

BANK MANDATE FORM

(To be submitted in Original)

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

1. Name of Borrower / vendor / supplier:

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier:

City _____ Pin Code _____

E-mail id: _____

Phone No.. With STD ode: _____

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		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 the 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.
