



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

नेटवर्क स्वीटचेस की खरीद के लिए
प्रस्ताव के लिए अनुरोध
**Request for Proposal
For
Procurement of Network switches**

टेंडर सं. / Tender No.	400/2016/1136/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	January 19, 2016 / 19 जनवरी, 2016
पूर्व-बोली बैठक की तिथि / Date of Pre-bid meeting	January 25, 2016 / 25 जनवरी, 2016, 1130hrs
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	February 08, 2016 / 08 फरवरी, 2016, 1530hrs
तकनीकी बोलियां खोलने की तिथि / Date of opening of Technical Bids	February 08, 2016 / 08 फरवरी, 2016, 1600hrs
बयाना जमा राशि / Earnest Money Deposit	Rs.1,50,000/- (Rupees One Lakh fifty thousand only)
टेंडर मूल्य /Tender Cost	Rs.1,000/- (Rupees one thousand only)

भारतीय लघु उद्योग विकास बैंक
एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक,
बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पू.), मुम्बई – 400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
MSME Development Center, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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1. Critical Information/ महत्वपूर्ण सूचना

S.N. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि Clarifications mail to be sent to avshyam@sidbi.in, crprasad@sidbi.in and ssrivastava@sidbi.in.	January 25, 2016 / 25 जनवरी, 2016	1000 hrs
2	Pre Bid meeting / पूर्व-बोली बैठक <i>No clarifications would be given after pre-bid meeting / पूर्व बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा।</i>	January 25, 2016 / 25 जनवरी, 2016	1130hrs
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	February 08, 2016 / 08 फरवरी, 2016	1530hrs
4	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम तकनीकी बोली खोलने की तिथि व समय	February 08, 2016 / 08 फरवरी, 2016	1600 hrs
5	बयाना जमा राशि / Earnest Money Deposit	Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand Only)	
6	टेंडर मूल्य /Tender Cost	Rs.1,000/- (Rupees One Thousand Only)	
7	Bid Validity/ बोली के वैद्यता	180 days from the last date of bid submission / बोली जमा करने की अंतिम तिथि से 180 दिन तक।	
8	Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता General Manager (Systems) Small Industries Development Bank of India, 3rd Floor, Information Technology Vertical, MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 Phone: 022-67531100 / 67531228 Fax: 022-67531236	महाप्रबन्धक (सिस्टम्स) भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वेरतिकाल, एमएसएमई विकास केंद्र, प्लाट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा(पू.), मुम्बई दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236	
9	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा	
10	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण C R Prasad, AGM (Systems) / सी आर प्रसाद, स.म.प्र. (सिस्टम्स) Phone: 022-67531238, Mailid : crprasad@sidbi.in	Sanjay Kumar Srivastava, DGM (Systems) / संजय कुमार श्रीवास्तव, उ.म.प्र.(सिस्टम्स) Phone: 022-67531229 Mail id : ssrivastava@sidbi.in	

2. Abbreviations

RFP	Request For Proposal
EMD	Earnest Money Deposit
TCO	Total Cost of Ownership
TCH	Total Cost of Hardware
PBG	Performance Bank Guarantee
BG	Bank Guarantee
NAC	Network Admission Control
IPv6	Internet Protocol Version 6
IPv4	Internet Protocol Version 4
SFP	Small Form-factor Pluggable
OEM	Original Equipment Manufacturer
DMEP	Domestically Manufactured Electronic Products
MSE	Micro and Small Enterprises
DM	Domestically Manufactured Electronic Products (DMEP) & Micro and Small Enterprises (MSE)
DNM	Domestically Manufactured Electronic Products (DMEP) & Non Micro and Small Enterprises (MSE)
NDM	Non Domestically Manufactured Electronic Products (DMEP) & Micro and Small Enterprises (MSE)
NDNM	Non Domestically Manufactured Electronic Products (DMEP) & Non Micro and Small Enterprises (MSE)

3. Introduction and Disclaimers

3.1. Purpose of RfP

- a) The purpose of RfP is to shortlist vendor for supply, installation, configuration and support of network switches at various offices/locations under buy-back of existing switches (under as is where is basis).
- b) The contract duration is six years i.e., three years Warranty and three years AMC [if contracted].
- c) Since, SIDBI is going to deploy switches without any redundancy at the branches; the participating bidders are required to ensure uptime, timely replacement, support. Preventive maintenance etc. as defined in the RfP.
- d) Details of the switches under procurement and buy-back equipment, Scope of Work and other terms and conditions are given in the subsequent sections of this tender document.

3.2. 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.

3.3. 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.

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

3.5. No Legal Relationship

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

3.6. 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.

3.7. Evaluation of Offers

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

3.8. Acceptance of Selection Process

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

3.9. Errors and Omissions

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

3.10. Acceptance of Terms

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

3.11. Requests for Proposal

1. Recipients are required to direct all communications (**including pre-bid queries**) related to this RfP, through the Nominated Point of Contact person:

Contact Person	A V Syam Sundar	C R Prasad	Sanjay Kumar Srivastava
Position	Manager (Systems)	AGM (Systems)	DGM (Systems)
Email Id	avshyam@sidbi.in	crprasad@sidbi.in	ssrivastava@sidbi.in
Telephone	+91 -22 -67531201	+91 - 22 -67531238	+91 - 22 -67531229

2. SIDBI may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
3. 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.
4. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
5. 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.

3.12. Notification

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

4. Background

4.1. 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 more than 100 offices located all over India.

The various subsidiaries / associate organizations of SIDBI are:

- **MUDRA** Micro Units Development and Refinance Agency
(www.mudra.org.in)
- **CGTMSE** Credit Guarantee Fund Trust for Micro and Small Enterprises
(www.cgtmse.in)
- **ISARC** India SME Asset Reconstruction Company Ltd
(www.isarc.in)
- **SVCL** SIDBI Venture Capital Limited
(www.sidbiventure.co.in)
- **NCGTC** National Credit Guarantee Trustee Company

For Detailed information on the functions of the bank and complete list of subsidiary / associate organization of SIDBI may visit our website www.sidbi.in.

4.2. Current Setup

SIDBI has implemented completely managed MPLS VPN based WAN with hub and spoke architecture. Hub locations being Datacenter and DR Site. The routers at all the locations are Cisco and SIDBI is running BGP4.

The LAN at all locations, excluding Datacenter and DR Site is based on L2 switches. The L2 switches at the locations are of heterogeneous make, 10/100Mbps and mostly unmanaged.

The switches at Datacenter are layer 3 of Cisco make (Cisco 6509E) with VLANs created and all the access switches are connected to the same over dual links (fiber and UTP). Further, the floor access switches are also connected to the core switch.

SIDBI has implemented HPOV NNM9 at Datacenter for monitoring of all network and security devices.

4.3. Tender Objective

1. SIDBI intends to procure **ENTERPRISE CLASS, MANAGED GIGABIT NETWORK SWITCHES** for various offices/ locations under buy-back (as is where is basis) of existing network switches.

2. At all locations (excluding Lucknow and New Delhi) the switches proposed are L2. Lucknow and New Delhi SIDBI proposes to implement L3 switch(es) with connectivity to L2 switches deployed at various floors at the location.

At Mumbai SIDBI have Cisco 6509E core switch and the access switches which are proposed to be procured in this tender are to be connected to the same over fiber and UTP backbone.

3. The specifications given in technical bid are minimum requirements of the Bank and the switches proposed by bidders should have the all the features specified in the technical bid enabled / populated / available from day one.
4. The requirement of switches is categorized and Bidder should submit bid for the complete solution (i.e. for both the categories and all equipments/line-items and services) and not for part of the Bills of material (BoM). Bidders cannot quote for the project in part.
5. Bidder should quote all the products from the SAME OEM. Mix and match of OEMs are not allowed.
6. All the switches should be with three year back to back on-site comprehensive warranty, three years on-site comprehensive AMC and on-site support during the contract period.
7. Bank will initially place order for switches with 3 years warranty and support. Order for AMC (if contracted) will be placed in respective years.

In case the support and maintenance of the bidder during warranty/AMC is not satisfactory Bank has the discretion not to enter into AMC for subsequent years with the shortlisted bidder.

8. SIDBI is in the process of implementing NAC and IPv6 and also setting up Security Operating Center. Hence, the switches proposed by the bidder should be capable of integration with **ANY NAC** solution without any upgradation of switch hardware/software.
9. **IPv6** –SIDBI is in the process of deploying IPv6 and hence all switches should be IPv4 and IPv6 ready from day one. The switches proposed should have IPv6 Forum Phase 2 - Core protocols, SNMP, IPSec, DHCPv6 certification.
10. The routers at all the locations/offices are of Cisco, the network switches proposed by the bidders should be compatible with Cisco routers in all respects.
11. In this tender, either the bidder on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same model/product.
12. If a bidder submits bid on behalf of the Principal/ OEM, the same bidder shall not submit a bid on behalf of another Principal/ OEM for the same item/ product.
13. Bank reserve the right to place the order with respective bidder(s) at the contracted price for all the items in single or multiple lots within the bid validity period.
14. The Bank reserves the right to alter the quantities or locations specified in the offer in the event of changes in plans of the Bank. The same shall be advised at the time of placing the order with shortlisted bidder(s).
15. The details of location wise requirement are given in **Annexure -XIII**, buy-back equipment details in **Annexure – XIV** and minimum technical specifications in **Annexure –III**.
16. The purpose behind issuing this RfP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s)..
17. The selection process consists of three phases viz., 1) Pre-Qualification / Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

4.4. Requirement and Buyback

A. Requirement for SIDBI

The requirement of switches for various locations/offices of SIDBI spread across the country is divided into **two categories**. The sizing, type of interfaces required etc is based on the number of users at the location/office, functionality of the office and future plan of the Bank. Minimum Technical Specification of switches given in **Annexure –III**.

The details of category wise requirement of switches is as follows:

1. Category 'A'

- Switches are standalone L2 switches of 8 ports 24 ports and 48 ports deployed in single or multiple numbers based on the number of nodes at the location/office.
- In case of multiple switches at the location, the uplink should be on UTP. Hence, the switches to be populated with SFP RJ45 accordingly.
- The total number of 8 port, 24 ports and 48 ports switches required is **61** and breakup of same along with detailed location wise requirement is given below:

S.N.	Description	Quantity
1	8 Port Switches	07
2	24 Port Switches	51
3	48 Port Switches	03
	Total	61

- Location wise requirement of switches is as follows:**

(i) 8 Port Switches (Quantity 7 numbers)

S.N.	Location	Qty.	S.N.	Location	Qty.	S.N.	Location	Qty.
1	Aizwal	1	4	Imphal	1	7	Agartala	1
2	Dimapur	1	5	Itanagar	1			
3	Gangtok	1	6	Shillong	1			

(ii) 24 Port Switches (Quantity 51 numbers)

S. N	Location	Qty	S. N	Location	Qty	S. N	Location	Qty
1	Ambattur	1	15	Jodhpur	1	29	Varanasi	1
2	Andheri	1	16	Kanpur	1	30	Ahmadabad	2
3	Aurangabad	1	17	Kochi	2	31	Bangalore	2
4	Baroda	1	18	Ludhiana	1	32	Chandigarh	2
5	Bhopal	1	19	Morbi	1	33	Chennai	1
6	Bhubaneshwar	1	20	Nagpur	1	34	Coimbatore	2
7	Dehradun	1	21	Noida	1	35	Faridabad	2
8	Gandhidham	1	22	Panji	1	36	Hyderabad	2
9	Gaziabad	1	23	Patna	1	37	Jaipur	2
10	Gurgaon	1	24	Puduchery	1	38	Kolkata	2
11	Guwahati	1	25	Rajkot	1	39	Pune	2
12	Hosur	1	26	Ranchi	1	40	Indore	2
13	Jammu	1	27	Rourkela	1			
14	Jamshedpur	1	28	Tirupur	1			

- For locations where there are multiple switches the uplink (including Chennai) it is proposed to be on **UTP**, Kochi is currently excluded. Hence,

each such switch needs to be populated with one number of SFP RJ45 from day one.

- For Indore switch the uplink would be on fiber (as it would be installed in different floor), hence each switch needs to be populated with 1X SFP LC SX.

(iii) **48 Port Switches (Quantity 03 numbers)**

S.N	Location	Qty
1	Chennai	03

- The uplink proposed would be on **UTP**. Hence, two switches needs to be populated with 2XSFP RJ45 and one switch with 1XSFP RJ45 from day one.

e) **Summary of Requirement for Category 'A'**

S.N.	Item Description	Quantity
1	8 Port L2 Switches	07
2	24 Port L2 Switches	51
3	48 Port L2 Switches	03
4	SFP RJ45 for L2 Switches	24
5	SFP LC SX for L2 Switches	02

2. **Category 'B'**

Lucknow and New Delhi the requirement is L3 and L2 switches. At Mumbai L2 switches with connectivity to Cisco 6509E core L3 switch. The detailed requirement for these locations/offices is given below:

a) **Lucknow**

- i. L3 switches to be in High Availability Mode.
- ii. Primary connectivity to all L2 switches from L3 switch would be on fiber and backup on UTP. Primary L3 switch should contain 12 X SFP LC SX and 12 X SFP RJ45.
- iii. Backup switch should contain 24 X SFP RJ45.
- iv. Each L2 switch should contain 1X SFP LC SX for connectivity to primary L3 switch on fiber and 1XSFP RJ45 for backup connectivity on UTP.
- v. The L3 switches should be configured in High Availability mode and in case of failure of Primary switch the LAN connectivity should be shifted to backup switch without manual intervention. However, WAN connectivity would be shifted manually by SIDBI. This feature should be available from day one.
- vi. VLANs would be created on the L3 switch, if required during the period of contract.
- vii. The total number of switches required is 12 (L2 and L3) and breakup is given below:

S. N	Description	Qty.	Remarks
1	24 Port, L3 switch in High Availability	2	<ul style="list-style-type: none"> • Primary switch populated with 12 X SFP LC SX and 12 X SFP RJ45. • Secondary switch populated with 24 X SFP RJ45.
2	48 Port, L2	4	Each switch should be populated with 1X

S. N	Description	Qty.	Remarks
3	24 Port, L2 switches	6	SFP LC SX and 1 X SFP RJ45 for connectivity to L3 switches.

b) **New Delhi**

- i. Single L3 switch.
- ii. L3 switch should be populated with 2 X SFP LC SX and 22 X SFP RJ45.
- iii. Each 24 Port L2 switch should be populated with 1 X SFP RJ45 for connecting to L3 switch.
- iv. 2 numbers of 48 port L2 switches should be populated with 1 X SFP RJ45 for connecting to L3 switch and 1 X 48 port switch (which would be installed in separate floor) to be populated with 1 X SFP LC SX.
- v. VLANs would be created on the L3 switch, if required during the period of contract. Bidders also to note that, at any later stage depending upon the requirement may add additional L3 switch for redundancy. The addition would be of same make/model.
- vi. The total number of switches required is 06 (L2 and L3) and breakup is given below:

S.N	Description	Qty.	Remarks
1	24 Port, L3 switch	1	To be populated with 2 X SFP LC SX and 22 X SFP RJ45.
2	48 Port, L2 switches	3	<ul style="list-style-type: none"> • 2 number of switches to be populated with 1 X SFP RJ45 and • 1 number of 48 port switch to be populated with 1 X SFP LC SX.
3	24 Port, L2 switches	2	Each switch to be populated with 1 X SFP RJ45.

c) **Mumbai**

- i. Bank has deployed Cisco 6509E L3 core switch in high availability on which VLANs are created for various floors switches.
- ii. All the L2 switches proposed here are floor switches and they would be connected to Cisco 6509E switch in high availability. The connectivity to primary core switch would be on fiber and backup on UTP.
- iii. The bidder to ensure that the switches proposed should be compatible with Cisco 6509E core switch without any degradation in performance and without any up-gradation / addition of additional hardware/software to the Cisco 6509E switch. Fiber modules and UTP modules are already available in core switch.
- iv. All L2 switches should be compatible with Cisco 6509E switch and should have 1 X SFP LC SX and 1 X SFP RJ45 populated from day one for connectivity to core switch.
- v. The total number of switches required is 22 and breakup is given below:

S.N	Description	Qty.	Remarks
1	24 Port, L2 switches	11	Each switch should be populated with 1XSFP LC SX and 1 X SFP RJ45 for
2	48 Port, L2 switches	11	

S.N	Description	Qty.	Remarks
			connectivity to Cisco 6509E switch.

d) **Summary of requirement for Category 'B'**

S.N.	Item Description	Quantity
1.	L3 Switches	
a.	24 Port L3 Switches	03
b.	SFP RJ45 for L3 Switches	58
c.	SFP LC SX for L3 Switches	14
2.	L2 Switches	
a.	24 Port L2 Switches	17
b.	48 Port L2 Switches	20
c.	SFP RJ45 for L2 Switches	36
d.	SFP LC SX for L2 Switches	33

3. Buyback of Existing Switches

The switches to be given under buyback (as is where as is basis) are unmanaged and summarized below with location wise details given in **Annexure -XIV**.

S.N.	Description	Qty.
1	48 Port Switches	11
2	16/ 24 Port Switches	66
3	12 Port Switches	03
4	8 Port L3 Switch	01
	Total	81

B. Requirement for Subsidiaries / Associate

- Currently, there is requirement of L2 switches for our subsidiaries/associate organizations at Mumbai. The details of requirement are:

S.N	Subsidiary / Associate	Description	Qty.	Remarks
1	CGTMSE	24 Port, L2 switches	3	Each switch should be populated with 1X SFP RJ45.
2	MUDRA	24 Port, L2 switches	2	Each switch should be populated with 1X SFP LC SX and 1X SFP RJ45.

- Separate purchase order will be issued by the subsidiary / associate organization or organization being managed by SIDBI for hardware / software and support as per the contracted rates and at the same terms and conditions.
- Payment towards the procurement will be made by the respective organizations.
- In case of any additional requirements for subsidiaries / associates during the first year, order will be placed by them as per terms and conditions of this RfP.

5. Scope of Work

The Scope of Work involves:

1. Supply and installation of network switches complying with the technical specifications given in **Annexure –III**, along with software, accessories, cables, power chords -5Amp (India) and necessary documents/ manuals at respective locations/offices.
2. Rack mounting of hardware after removing of existing switch(es), Configuration of management IP, Configuration of VLAN (if required on L3 switches) & SNMP string, termination of field cables and WAN cables on to the switch and Integration with existing LAN/WAN installed at SIDBI and testing connectivity to DC and DR Site.

The complete details for VLAN, SNMP, Management IP etc., configuration will be provided by bank to the shortlisted bidder(s).

3. Affixing Asset Tags on HW Equipments: It will be the responsibility of the successful bidder to affix the Asset tags on each NW HW being supplied to Bank. Our office will provide the asset tag details to the successful bidder.
4. Submission of MIBs for all switches for configuring Network Management System at Datacenter to monitor the switch(es).

5. Warranty and AMC

- a) On-site, comprehensive and BACK-TO-BACK warranty from OEM for a period of three (3) years from the date of acceptance.
- b) On-site, comprehensive BACK-TO-BACK AMC from OEM for a period of three (3) years from the date of expiry of warranty.
- c) The warranty and AMC also includes all software subscriptions (critical hot fixes, service packs, firmware upgrades and all upgrades & updates) of all components supplied as part of solution without any additional cost to the Bank.
- d) Replacement of failed switch should be **next business day (NBD)**. However, the bidder should ensure that, the operations of Bank are not affected till the replacement switch is delivered, hence they have to provide and configure standby switch till replacement switch is delivery/configured.
- e) Detailed scope of warranty and AMC is given in **Section 10.3** of this tender.

6. Support

- a) Comprehensive on-site 24X7X365 support by bidder during Warranty and AMC for day to day operational issues as and when arises.
- b) The Bank will log call to the bidder central help desk only. The call logging from Bank side would be from central location.
- c) Any coordination required with OEM, it would be the responsibility of bidder engineer.
- d) SIDBI should also be able to raise Tag with the OEM and the tag support should be 24X7, bidder has to provide credentials for the same.
- e) The bidder by themselves should ensure that all critical/security patches/upgrades/updates etc are applied, as and when released by the OEM.
- f) **Return Material Authorization (RMA)**
 - i. The replacement unit (during warranty and AMC) has to be shipped by OEM to the location and the bidder should install and configure the same. Once confirmed on the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM.

- ii. All charges towards replacement has to be borne by the bidder. No charges whatsoever would be paid by the Bank.

7. Preventive Maintenance

- a) Preventive maintenance **shall be compulsory** carried out by the bidder during Warranty and AMC period [if contracted] .Preventive maintenance activity should be completed every **half year** and report should be submitted to the bank.
- b) Preventive maintenance activity should take care of physical verification, device configuration verification, device health checkup, cleaning of devices, fine-tuning the configuration, security checkup, verification of bugs/patches, upgradation of firmware/operating system to the latest version (if available from OEM) etc.
- c) The preventive maintenance report format shall be prepared by bank; the bidder shall strictly follow the format of bank and submit the same for each location wise during Warranty/AMC period.
- d) The bidder is required to prepare PM schedule for all the locations and forward the same at least one week in advance to Network Management Team at Mumbai, to enable them to intimate the same to all the locations/offices and ensure that downtime is provided.
- e) Non performance of PM will attract penalty as specified in **Section 10** of RfP.
8. The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation will be recorded for information of the selected bidder.
9. Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and AMC (if contracted) at no extra cost to the Bank.
10. The bidder to note that, the Bank reserves the right to upgrade the equipment during the contract period by enabling license or addition of module/card. The upgradation may be carried out with the shortlisted vendor by calling for proposal or if desired, Bank would issue RfP and shortlist vendor for supply of components.
11. The hardware supplied as part of this contract should be maintained by the bidder and OEM for at least 6 years (i.e. three years warranty and three years AMC) from the date of acceptance of the hardware/solution by the Bank.
12. The system spare parts/services as and when required, and complete maintenance of the Systems during warranty period and AMC (if contracted), shall be supported for a period not less than 6 years (Warranty and AMC) from the date of acceptance of the System by the Bank.
13. Submission of relevant documents / reports.
14. Re-assignment of management IP, creation of VLANs as and when required by the Bank during the period of the contract.
15. SIDBI conducts periodic Information Security audit by third party as per regulatory requirements. In case of any observation by the auditor for upgradation of software / firmware to mitigate the risk, the same will be conveyed to the bidder. The bidder is required to upgrade the software/firmware of all the equipment supplied by them, subject to availability from OEM.

16. Site Inspection

- a) The bidder has to inspect the site at **Mumbai, Lucknow, Indore and New Delhi** within 7 working days after placing the order for site requirement analysis i.e. space, fiber & UTP backbone cabling, fiber patch chords/patch panels, electrical power

requirement along with number of sockets and their capacity etc required for installation of switches.

- b) The vendor should submit site inspection report indicating the details of requirement i.e. type of backbone fiber cable, fiber patch panels, fiber/UTP patch chords, UTP cable etc along with detailed specifications, make/model etc to the officer at the site and also forward scanned copy of same to Network Management Team at SIDBI, Mumbai.
- c) In Mumbai and Lucknow fiber cable is already laid, the vendor should check for the compatibility of same with the existing switches proposed to be installed and submit the usability of same and in case of replacement required details of cable along with fiber patch panels, fiber patch chords etc to be intimated.
- d) Fiber cable laying, procurement of fiber patch panels and fiber patch chords is **not** under the scope of this RfP.

17. Training

The selected bidder shall arrange for OEM training on complete administration of switches to two officials of Bank. The training should be hands-on with complete configuration, management, troubleshooting etc for L3 switches. The training should be in Mumbai.

18. Shifting

- a) The Bank may, during the currency of the warranty/AMC, shift the equipment to other location(s) within the Country and in such case the bidder undertakes to continue to provide warranty/AMC and maintain/support the goods at the new location.
- b) The charges towards physical shifting would be borne by the Bank.
- c) Bidder will be informed about old and new location/office details as and when the Bank decides to shift the hardware due to operational requirements. The bidder should carry out de-commissioning, dismantling, un-mounting of switch(es) from the old location and commissioning, rack mounting and configuration of switch(es), assignment of management IP, termination of field (LAN) /WAN cables on to the switch(es) and integration with existing LAN/WAN at the new location.
- d) The vendor is required to update their database and provide support, Warranty/AMC etc, for the shifted devices at the new location.
- e) No additional cost whatsoever would be paid by the Bank.

19. Buyback and Safe Disposal of e-waste

- a) The switches under buyback will be sold by the Bank on “as is where is” basis and purchase price of these switches once accepted by the Bank cannot be withdrawn by the vendor. It would be vendor’s responsibility to collect the switches from respective SIDBI locations as mentioned in [Annexure-XIV](#). If there is any delay in handing over of switches by the bank location/office the same should be communicated in writing.
- b) SIDBI will not provide any transportation.
- c) On successful removal switches from all the locations, the bidder has to submit declaration along with details of switches removed to SIDBI officials at Mumbai.
- d) It would be vendor’s responsibility to ensure safe disposal of e-waste comprising discarded hardware/ electrical/ electronic equipment/ components taken under buyback or other arrangement.

20. Any additional requirement regarding hardware, software, cables (except patch chords, fiber/UTP backbone cabling, Patch panels) etc after awarding the contract will not be entertained by the Bank. The Bidder shall be responsible for the same.
21. All claims for functional / technical delivery made by the Bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.
22. In case of any damage to Bank property during equipment delivery and installation attributable to the bidder, bidder has to replace the damaged property at its own cost.
23. **Responsibility of SIDBI**
 - a) SIDBI or its outsourced partner from central location would be logging all calls with the vendor central help desk and coordinating for call closure.
 - b) Make available site for installation with power, rack space, earthing, internal cabling (fiber / UTP) and patch chords/panels (fiber, UTP).
 - c) Provide complete details for configuring management IP, VLAN, SNMP string etc .
 - d) Provide details of contact person at the location/office who would be coordinating during installation. Network Management Team at Mumbai would be coordinating along with local contact person during configuration.
 - e) Providing downtime for installation / preventive maintenance of switches. The vendor should communicate at least one week in advance, the proposed date for installation / preventive maintenance etc, based on which downtime would be obtained from the locations/offices.
 - f) Handing over of buyback switches.

6. Information to Bidders

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

6.1. Pre-bid Meeting

1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
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.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
5. 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.

6.2. Amendment to the bidding document

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

6.3. Language of Bid

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

6.4. Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid.

6.5. Bid Currency

Bids should be quoted in Indian Rupee only.

6.6. Tender Form Cost

Non-refundable Bid Price of Rs.1,000/- (Rupees One Thousand only) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', payable at Mumbai must be submitted separately along with RFP response.

6.7. Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of amount of Rs.1,50,000/-.
2. EMD should be in the form of:
 - a) Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai **OR**
 - b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - IX**.
3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
4. Request for exemption from EMD (Security Deposit) will not be entertained.
5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
 - a) Issue of Lol / purchase order to the successful bidder **OR**
 - b) The end of the bid validity period, including extended period (if any) **OR**
 - c) Receipt of the signed contract from the selected Bidder; **whichever is earlier**.
6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and submission of Performance Bank Guarantee by the bidder.
7. In case the acceptance of equipment is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank.
8. The bid security (EMD) may be forfeited:
 - a) If a Bidder withdraws its bids during the period of bid validity.
 - b) If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - c) In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.
 - d) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

6.8. Period of Validity of Bids

1. Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from date of closure of this RfP.

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. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

6.9. Deadline for submission of Bids

1. The bids must be received by the Bank at the specified address not later than the date specified in "Critical Information" section.
2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
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.

6.10. Late Bids

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

6.11. Modification And/ Or Withdrawal of Bids

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
3. No bid may be modified or withdrawn after the deadline for submission of bids.
4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

6.12. Quotation of Price for all Items

1. The Bidder should quote for list of all the items proposed / listed in this Bid.
2. In case, prices are not quoted by any bidder for any specific item / product / service for the purpose of evaluation the highest of the prices quoted by other bidders, participating in the bidding process, will be reckoned as the notional price for that item/product / service, for that bidder and commercial evaluation would be carried out.
3. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other bidders (whose Price Bids are also opened) for that new item/ product / service and highest price for buyback items will be reckoned. This shall be binding on all the bidders.
4. However, the Bank reserves the right to reject all such incomplete bids

6.13. Opening of Bids by the Bank

1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The

bidders' representatives who are present shall sign a document evidencing their attendance.

2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
3. The Bidder name and presence or absence of requisite EMD, RfP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

6.14. Pre Contract Integrity Pact

1. Pre Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
2. The bidder has to submit signed Pre Contract Integrity Pact as per the format at [Annexure-XI](#) on the letterhead of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Purchase Order.

6.15. Erasures or Alterations

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

6.16. Documents to be submitted

1. Bidders are required to submit their responses in **THREE envelopes**, with contents of each as under:

Envelope #	Bid Contents	No. of Copies	Label of Envelope
	<p><u>Pre-Qualification / Minimum Eligibility</u></p> <p>a) DD/ Pay Order / BG for Rs.1,50,000/- towards EMD. The BG should be as per format given in Annexure – IX.</p> <p>b) DD/ Pay Order for Rs.1,000/- towards cost of tender form.</p> <p>c) Bid Forwarding Letter as per Annexure – I.</p> <p>d) Documentary evidence</p>	01	<p><u>"Minimum Eligibility"</u></p> <p>RfP for Procurement of Network Switches– Tender No. 400/2016/1136/BYO/ITV dated 19/01/2016"</p>

Envelope #	Bid Contents	No. of Copies	Label of Envelope
1	<p>establishing that the Bidder is eligible to Bid and is qualified to perform the contract i.e., Pre-Qualification Criteria / minimum eligibility criteria as per Annexure – II.</p> <p>e) Masked Price Bid without indicating the price as per Annexure –IV should be submitted.</p> <p>f) Manufacturer Authorization Form (MAF) as per Annexure – V.</p> <p>g) Undertaking of authenticity – Annexure – VI.</p> <p>h) Power of Attorney for authorized signatory – Annexure – VII.</p> <p>i) Non Blacklisting – Annexure –VIII.</p> <p>j) Non-disclosure agreement - Annexure –X.</p> <p>k) Pre contract integrity pact – Annexure – XI.</p> <p>l) Details of bidders support locations – Annexure –XII.</p> <p>m) Escalation matrix – Annexure –XV.</p> <p>n) Statement of deviation as per Annexure -XVI.</p> <p>o) DMEP Form-1 – Annexure - XVII.</p> <p>p) Domestic Value Addition – Annexure –XVIII.</p> <p>q) Bank Mandate Form – Annexure –XIX.</p>		
2	<p><u>Technical Bid</u> Technical Bid as per Annexure - III. Data sheets/printed literature of all the components being quoted.</p>	01	<p><u>Technical Bid</u> - RfP for Procurement of Network Switches– Tender No. 400/2016/ 1136/BYO/ITV dated 19/01/2016”</p>
3	<p><u>Commercial Bid</u> Commercial Bid as per</p>	01	<p><u>Commercial Bid</u> - RfP for Procurement of</p>

Envelope #	Bid Contents	No. of Copies	Label of Envelope
	Annexure –IV.		Network Switches– Tender No. 400/2016/1136/BYO/ITV dated 19/01/2016”

2. The Bid shall be typed or written in indelible ink, all pages numbered and shall be signed by the Bidder representative on whose favour Power of Attorney is issued to bind the Bidder to the Contract.
3. Power of Attorney as per format given in **Annexure - VII** is to be submitted along with pre-qualification/minimum eligibility bid.
4. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.
5. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
6. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
7. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
8. The Bidder shall seal the bids in non-window envelopes, superscribing the nature of bid (i.e. pre-qualification/minimum eligibility, Technical or Commercial). All the individual envelopes must be super-scribed with the following information as well:
 - Name of the bidder, Contact Name, Contact Number and e-mail id.
9. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
10. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.
11. The RfP is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on Bank web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.
12. Each of the envelope(s) shall be addressed to the Bank at the address given below:

The General Manager (Systems)
Small Industries Development Bank of India
MSME Development Center, 3rd Floor,
Information Technology Vertical [ITV],
Plot No.C-11, 'G' Block
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051

7. Pre-Qualification / Minimum Eligibility Criteria

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

S. N.	Criteria	Supporting Documents Required
1.	The Bidder should be either a Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	a) <u>Partnership firm</u> : Certified copy of Partnership Deed OR b) <u>Limited Company</u> : Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. c) Reference of Act/Notification
2	The Bidder should have been in existence in India and must be engaged in the business of supply, maintenance and support of network hardware in India for at least five (5) years as on date of RfP. (In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).	a. <u>Partnership firm</u> : Certified copy of Partnership Deed. OR <u>Limited Company</u> : Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. b. Reference of Act/Notification c. For other eligible entities: Applicable documents. d. Copy of Work order / agreement / completion certificate for completed projects.
3	The bidder should have minimum average annual turnover of INR 10 Crore out of Indian Operations over the last three (3) Financial years,	a. Copy of Auditor certificate for the financial years 2012-13, 2013-14 and 2014-15.
4	The bidder should have positive net-worth and cash profit (i.e. no cash loss) in 2 years out of last 3 years.	b. Copies of last three years' balance sheet c. Copies of last three years' Profit & Loss Statement.
5	The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number.	Copies of Sales Tax / VAT / Service tax / PAN to be enclosed.
6	The OEM should authorize the bidder to quote their product in the present tender of SIDBI.	MAF from OEM as per format given in Annexure -V enclosed.
7	OEM should provide certificate that all equipments offered will not be 'End of Life' and 'End of Support' for a minimum of 6 years from 01.04.2016.	Certificate from OEM on Non-End of Life and Non-End of Support for a minimum of 6 years (i.e. through the life of entire project period).

S. N.	Criteria	Supporting Documents Required
8	The bidder should have supplied and maintained at least 50 number of L2 switches from same OEM (which is proposed to SIDBI), in single order for multiple locations spread across the country in at least one organizations in Government Financial Institutions / Banks / Government Departments / Semi-Government Departments / PSUs in India during last five years.	1. Copy of PO issued and 2. Certificate from organization on successful supply, installation and maintenance of equipment.
9	The bidder should have experience in installation, configuration, maintenance of at least 1 layer 3 switch from same OEM (as proposed to SIDBI) in at least one organization in Government Financial Institutions / Banks / Government Departments / Semi-Government Departments / PSUs in India during last five years.	1. Copy of PO issued and 2. Certificate from organization on successful supply, installation and maintenance of equipment
10	The bidder should have OWN / Franchise / partner support arrangement from the same location or nearest location. However, support should meet the uptime requirements specified in RfP.	Details to be provided as per Annexure-XII .
11	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-VIII .
12	The Bidder should have their own Centralized Support Center for providing 24x7x365 support.	Details of addresses, contact details and corresponding document is to be attached.

2. The bidder to submit documentary evidence for all the above points along with **Annexure-III – Pre-Qualification / Minimum Eligibility Criteria**.
3. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon would be rejected.
4. Details of support arrangement should be strictly submitted as per **Annexure –XII** with all details completely filled.
5. Last five years would be counted backward from the date of issue of RfP.

8. Evaluation Methodology

8.1. Clarification of bids

1. 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 (Courier/Fax/e-Mail), and no change in the price or substance of the Bid shall be sought, offered or permitted.
2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
3. Any deviations from the specifications should be clearly brought out in the bid.
4. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

8.2. Preliminary Examinations

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.
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.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
7. 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.

8.3. Technical Evaluation

1. Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
2. SIDBI will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive and meeting the technical specifications given in the tender. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.

3. The bidder's disqualification during technical evaluation in any one item would result in disqualification of the tender as a whole.
4. During Technical evaluation the Bank at its discretion can ask the bidders for the demonstration / POC of all or some components/ features and components of the hardware items quoted by them.

However, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration / POC.

5. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder
6. Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

8.4. Commercial Evaluation

1. All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation.
2. Bidders who do not qualify the technical evaluation will NOT be invited for opening of commercials.
3. **Total Cost of Ownership (TCO)** = [Cost of New Hardware with Three years Warranty/support inclusive of all taxes + AMC cost for Three, inclusive of all taxes – Buyback Cost] as quoted by bidder in commercial bid.
4. **Total Cost of New Hardware (TCH)** = [Cost of New Hardware with Three Years Warranty/support, inclusive of all taxes + AMC cost for Three Years, inclusive of all taxes].Buyback cost is excluded.
5. Lowest Cost bid would arrived as **{(Cost of New Hardware with three years Warranty/support and inclusive of all taxes) + (AMC cost of each year inclusive of all taxes calculated at Present Value) – (Buyback cost)}**.

The details of calculation are as given below:

- a) **X** = Cost of equipment inclusive of all taxes and back to back warranty and support for three years from OEM.
- b) **Y** = AMC of all the equipments inclusive of all taxes and back to back alignment with OEM and support and for a period of three years, at Present Values (PV).

The PV for the AMC component per year will be calculated as per the following formula:

$$\frac{C}{(1+r)^n}$$

Where:

- 'C' is the annual AMC amount of each year.
 - 'r' is discount rate at 8.34%.
 - 'n' is number of years, i.e. 'n' is 4 for 1st year, 5 for 2nd year and 6 for 3rd year of AMC.
- c) **Z** = buyback cost offered by the vendor.
 - d) **T = X+Y-Z**

6. Based on the above calculations the lowest quoted price (**T above**) will be termed as L1 bid and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on.
7. Once the ranking of the vendors is determined, purchase preference, splitting of order etc will be carried out and accordingly contract would be awarded to bidder(s).
8. Refer to **Section 9** of the RfP for Purchase Preference.

8.5. Arithmetic errors correction

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

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. If the supplier does not accept the correction of errors, its bid will be rejected.
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.
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.
4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

8.6. Award of Contract

Once the bidders are shortlisted after purchase preference phase, SIDBI would place order with the bidders in such a manner to ensure that, at any particular location all switches are of same make and from same vendor. Refer to **Section 9** of this RfP for Purchase preference and treatment which would be followed by SIDBI.

9. Purchase Preference

9.1. Introduction

1. Purchase preference for MSEs and Domestically Manufactured Electronic Products (DMEP) would be provided as per the extent guidelines subject to satisfying the minimum eligibility criteria and technical specifications given in the tender.
2. Since the items under current procurement are not uniform (i.e. all items are not of same type, configuration and number/type of interfaces), SIDBI would be distributing the items based on **TCH value of L1 bid**.

Accordingly, items distribution would be approximately:

- a) 20% of TCH value of L1 bid to MSEs and
- b) 30% of TCH value of L1 bid to DMEP bidders.

Bidders to note that, due to non-uniformity of items and the distribution criteria specified by SIDBI, the item distribution may be slightly more than the specified limit.

3. The purchase preference to MSEs / DMEP bidders will be given provided their bids are within the range of 15% / 20% of the **TCO of L1 bid**.
4. MSE/ DMEP bidders are required to satisfy the eligibility criteria as specified in the below sections under respective heads for claiming price preference.
5. The above procedure is binding on the bidders and no further correspondence in this regard will be entertained.

9.2. Public Procurement Policy on Micro and Small Enterprises (MSEs)

1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a self attested certified copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
5. Only those MSEs whose bids are within **15% of TCO of the L1 bid** would be allowed an opportunity to match L1 bid.
6. The quantity of procurement for which preference will be provided to MSEs shall be **20% of the TCH of L1 vendor**.

9.3. Domestically Manufactured Electronic Products (DMEP)

1. SIDBI reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) Notification No. notification No. 8(78)/2010-IPHW dated 10-2-2012, and subsequent amendments/ clarifications. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the

aforesaid Guidelines/ Notifications. The Guidelines are treated as an integral part of the tender documents.

2. The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:
 - a) The electronic products for which preference will be provided to domestic manufacturers shall be Network Switches.
 - b) The quantity of procurement for which preference will be provided to domestic manufactures shall be 30% of the TCH of L1 bid/vendor.
 - c) Percentage of domestic value addition which qualifies the electronic product i.e Layer 2 & Layer 3 network switches to be classified as domestically manufactured shall be 45% for the year 2015-16.
 - d) The preference to DMEP shall be subject to meeting technical specifications and matching **item-wise cost of L1 bid as defined in Section 9.4 (price matching)**.
3. Domestic Manufacturers are required to indicate the domestic value addition in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid as per format given in **Annexure -XVIII**.
4. Bidders, claiming to bid in the status of domestic manufacturer, are also required to give an undertaking in the format as given in **DMEP Form-1 (Annexure -XVII)**.
5. Furnishing of false information on this account shall attract penal provisions as per Guidelines/Notification.
6. **Procedure for award of contacts involving procurement from domestic manufacturers:**
 - a) If L1 bid is not from a domestic manufacturer, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage (30%) of the TCH value of the order for the eligible domestic manufacturer.
 - b) Thereafter, the lowest bidder among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match the item-wise cost of L1 bid in order to secure the procurement value of the order earmarked for the domestic manufacturer.
 - c) In case first eligible bidder (i.e. domestic manufacturer) fails to match item-wise cost of L1 bid, the bidder (i.e. domestic manufacturer) with next higher bid will be invited to match item-wise cost of L1 bid and so on.

However, the procuring agency may choose to divide the order amongst more than one successful bidder as long as all such bidders match the item-wise cost of L1 bid and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself.

In case all eligible domestic manufacturers fail to match the item-wise cost of L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

- d) Only those domestic manufacturers whose bids are within **20% of the TCO of L1 bid** would be allowed an opportunity to match item-wise L1 bid.
- e) In case of a tie between two or more domestic manufacturers for L2 or higher positions, the DMEP quantity would be split proportionately.
- f) Detailed technical specifications described in tender are mandatory requirement and will not be relaxed for domestically manufactured goods.

9.4. Price Matching

1. For securing order under Public Procurement Policy on Micro and Small Enterprises and/or Domestically Manufactured Electronic Products by splitting of order, the MSE/DMEP vendor to whom price matching is being offered:

- a) Should match the **item-wise cost of L1 bid/vendor** for those new items where MSE/DMEP vendor cost is higher.
- b) **New Items:** If the price of MSE/DMEP vendor is less than that of L1 vendor for any new item, MSE/DMEP vendor would **NOT** have an option to increase the price and the final price of that item would be the price quoted by MSE/DMEP vendor in commercial bid.
- c) **Buyback items:** MSE/DMEP vendor has to match the L1 vendor price for those buyback items where MSE/DMEP vendor price is lower. If price of MSE/DMEP vendor is more than the buyback cost of L1 vendor for any item, MSE/DMEP vendor would **NOT** have an option to decrease the price and the final price of that item would be the price quoted by MSE/DMEP vendor in commercial bid.
- d) **Example:**

Line Item	Cost Quoted			
	Vendor A (Non DMEP & MSE)		Vendor B (MSE/DMEP)	
	New Item	Buyback Item	New Item	Buyback Item
1	100	10	120	15
2	120	20	130	25
3	130	30	125	25
4	140	35	135	30
5	150	45	145	45
Total	640	140	655	140
TCO	500		515	
Status	L1		L2	

- (i) Based on the TCO, here L1 is Vendor 'A' who is non DMEP non MSE and L2 vendor is Vendor 'B' who is MSE and/or DMEP.
- (ii) **For New Items:** Vendor 'B' who being DMEP or MSE, has to match item-wise cost of Vendor 'A' for those new items to be procured where there price is higher. For those new items where Vendor 'B' cost is less than Vendor 'A', the original cost quoted by Vendor 'B' in commercial bid will be considered.
- (iii) **For Buyback Items:** In case of buyback items Vendor 'B' who being DMEP or MSE, has to match item-wise cost of Vendor 'A' for those items where there price is lower. For those items where Vendor 'B' cost is more than Vendor 'A', the original cost quoted by Vendor 'B' in commercial bid will be considered.
- (iv) Accordingly, the revised cost of line items for Vendor 'B' after item-wise price matching for new and buyback items would be:

Line Item	Cost Quoted			
	Vendor A (Non DMEP & MSE)		Vendor B (MSE/DMEP)	
	New Item	Buyback Item	New Item	Buyback Item
1	100	10	100	15
2	120	20	120	25
3	130	30	125	30
4	140	35	135	35

Line Item	Cost Quoted			
	Vendor A (Non DMEP & MSE)		Vendor B (MSE/DMEP)	
	New Item	Buyback Item	New Item	Buyback Item
5	150	45	145	45

9.5. Splitting of order

- The splitting would be done in terms of total contract value of equipment under consideration for procurement.
- In case of splitting of order, SIDBI would offer MSE/DMEP vendor to match the TCO of L1 vendor/bid, as per procedure given in Section 9.3.
- The MSE/DMEP vendor should accept/reject the offer within **three working days** of making that offer. In case no communication is received from the MSE/DMEP vendor within three working days, the offer is deemed to be rejected and Bank would proceed with the procurement process. No further communication in this regard would be entertained.
- In case of splitting of order, the distribution of order, for ease of manageability, compatibility, service support etc, would be carried out by SIDBI as given below:
 - For items in category 'A' if there are multiple number of items to be procured for a location, all items would be procured from one vendor.
 - For items in Category 'B', all items (Layer3 switches along with Layer3 switches) for a particular location would be procured from same vendor .
 - All the buyback equipments at the location would be given to the same vendor from whom new items are procured, irrespective of the quantity.
 - Choice of locations is at the discretion of Bank.
 - The above procedure for splitting of order is binding on the bidders and no further correspondence in this regard will be entertained.

5. Scenarios for splitting of Order and Examples:

- If where L-1 firm is non MSE – non DMEP and L-2 firm is MSE along with being DMEP within 15% of TCO of L-1, In such a situation L-2 will get preference only for 30% (being DMEP) as 20% (for being MSE) will be covered within that.
- If L-1 is non MSE along with non DMEP and L-2 is MSE along with non DMEP within 15% of L-1 and L-3 is DMEP along with MSE/ non MSE within 20% of L-1. In such a situation 30% of purchase order (TCH) as per notification (for being DMEP) will be given to L-3 and L-2 will be given 20% of the purchase order (TCH).

iii. Examples:

The bidder to note that the examples mentioned here are not exhaustive, these are few of the scenarios which bank has envisaged. Any additional scenario will be suitable dealt with within the extent guidelines.

a) Example 1:

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	105	L-2
B	DMEP & Non MSE	DNM	118	L-4
C	Non DMEP & MSE	NDM	112	L-3

Vendor Name	Classification	Abbreviation	Price Quoted	Status
D	Non DMEP & Non MSE	NDNM	100	L-1

Since L-1 vendor is NDNM, & L2 vendor is DM, option would be given to L-2 vendor to match the prices of L-1. If L2 agrees to match the price, order to the extent of 30% would be given to L-2 vendor. In case L-2 vendor does not match the price with L-1 vendor, option would be given to L3 vendor (NDM) to match the prices with L-1 vendor. If L-3 vendor matches the price with L-1 vendor, order to the extent of 20% would be given to L-3 vendor. In case L-3 vendor does not match the price of L-1 vendor, option would be given to L-4 vendor to match the price of L-1 vendor and on acceptance; order would be given to the extent of 30% to L-4 vendor. In case L-4 fails to match the price with L-1 vendor, order for 100% of the value would be given to L-1 vendor.

b) **Example 2:**

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	100	L-1
B	DMEP & Non MSE	DNM	105	L-2
C	Non DMEP & MSE	NDM	118	L-4
D	Non DMEP & Non MSE	NDNM	112	L-3

Since L-1 vendor is DM, 100% of the order would be placed with L1 vendor.

c) **Example 3:**

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	118	L-2
B	DMEP & Non MSE	DNM	123	L-4
C	Non DMEP & MSE	NDM	121	L-3
D	Non DMEP & Non MSE	NDNM	100	L-1

Since L-1 vendor is NDNM, & L-2 vendor is DM, option would be given to L-2 vendor to match the prices of L1. If L2 agrees to match the price, order to the extent of 30% would be given to L-2 vendor. In case L-2 vendor does not match the price with L-1 vendor, order for 100% of the value would be given to L-1 vendor as the difference between L-1 & L-3 vendors quote is more than 20%.

d) **Example 4:**

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	118	L-3
B	DMEP & Non MSE	DNM	123	L-4
C	Non DMEP & MSE	NDM	116	L-2
D	Non DMEP & Non MSE	NDNM	100	L-1

Since L-1 vendor is NDNM, & L-3 vendor is DM, option would be given to L-3 vendor to match the prices of L-1. In this case, L-2 is not given option to match prices of L1 since difference in price quoted by L-1 and L-2 is more than 15%. If L-3 agrees to match the price, order to the extent of 30% would be given to L-3 vendor. In case L-3 vendor does not match the price with L-1 vendor, order for 100% of the value would be given to L-1 vendor.

e) **Example 5:**

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	123	L4
B	DMEP & Non MSE	DNM	118	L3
C	Non DMEP & MSE	NDM	114	L2
D	Non DMEP & Non MSE	NDNM	100	L1

Since L-1 vendor is NDNM, L2 vendor is NDM & L-3 vendor is DM, option would be given to L-2 & L-3 vendor to match the prices of L-1. If L-2 agrees to match the price, order to the extent of 20% would be given to L-2 vendor. If L-3 agrees to match the price, order to the extent of 30% would be given to L-3 vendor. In case L-2 vendor does not match the price with L-1 vendor, order to the extent of 20% of the value (i.e. offered value to L-2 vendor being NDM) would be given to L-1 vendor. In case L3 vendor does not match the price with L-1 vendor, order to the extent of 30% of the value (i.e. offered value to L-2 vendor being DNM) would be given to L-1 vendor.

f) **Example 6:**

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	123	L4
B	DMEP & Non MSE	DNM	121	L3
C	Non DMEP & MSE	NDM	116	L2
D	Non DMEP & Non MSE	NDNM	100	L1

Since the price difference quoted by L-1 vendor and NDM, DNM is more than 15% and 20% respectively, order for 100% value would be placed with L-1 vendor.

g) **Example 7:**

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	105	L2
B	DMEP & Non MSE	DNM	100	L1
C	Non DMEP & MSE	NDM	114	L4
D	Non DMEP & Non MSE	NDNM	112	L3

Since L1 vendor is DNM, L2 vendor is DM, L3 vendor is NDNM & L4 vendor is NDM, option would be given to L2 vendor to match the prices of L1. If L2 agrees to match the price, order to the extent of 20% would be given to L2 vendor. In case L2 vendor fails to match the price with L1 vendor, option is provided to L4 vendor. In case L4 fails to match the price with L1 vendor, order for 100% of the value would be given to L1 vendor. In this case, L3 vendor is not given an option to match the price being NDNM vendor.

h) **Example 8:**

Vendor Name	Classification	Abbreviation	Price Quoted	Status
A	DMEP & MSE	DM	118	L3
B	DMEP & Non MSE	DNM	123	L4
C	Non DMEP & MSE	NDM	114	L2
D	Non DMEP & Non MSE	NDNM	100	L1

Since L1 vendor is NDNM, L2 vendor is NDM & L3 vendor is DM, option would be given to L2 & L3 vendor to match the prices of L1. If L2 agrees to match the price, order to the extent of 20% would be given to L2 vendor. If L3 agrees to match the price, order to the extent of 30% would be given to L3 vendor. In case L2 vendor does not match the price with L1 vendor, order to the extent of 20% of the value (i.e. offered value to L2 vendor being NDM) would be given to L1 vendor. In case L3 vendor does not match the price with L1 vendor, order to the extent of 30% of the value (i.e. offered value to L2 vendor being DNM) would be given to L1 vendor.

10. Special Terms and Conditions

10.1. Price

1. The price quoted by the bidder should be in Indian Rupee and should be inclusive of all local taxes, VAT, service tax, duties, levies, transportation costs, back to back support with OEM during warranty/AMC, insurance costs, training etc., till the bid validity period.
2. Once a contract price is arrived at, the same must remain firm throughout the period of contract and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
3. While any increase in the rates of applicable taxes or impact of new taxes imposed by Gol, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
4. Octroi, if applicable, will be reimbursed as at actual, on production of the original octroi paid receipt in the name of the Bank.
5. No other cost whatsoever will be paid by SIDBI.

10.2. Terms of Payment

The standard payment terms of SIDBI would be:

1. Payment for Supply, Installation, Warranty and Support

a) 70% payment:

- i. On delivery and verification of items at respective locations/offices
- ii. Submission delivery challans duly signed, stamped, dated by SIDBI officials.
- iii. The vendor has to claim octroi paid, if any along with this payment.

b) 20% payment:

- i. On completion of Installation, configuration, integration with LAN/WAN and
- ii. Completion of training.
- iii. Installation certificate has to be submitted by the vendor as per format given in **Annexure XXII**- duly signed, stamped and dated by the Bank officials.

c) 10% payment:

- i. On Acceptance of equipment by the Bank.
- ii. Submission of performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid for a period of 36 MONTHS from the date of acceptance with invocation period of additional THREE months beyond expiry of warranty i.e, 36 months + 3 months. The performance bank guarantee should be as per the format given in **Annexure -XXI**.
- iii. Submission of Back to back warranty certificate from OEM valid for a period of 3 years from date of acceptance and
- iv. Removal of buyback items from site and submission of certificate with details of equipment removed.

- v. In case bidder does not submit PBG, the final 10% payment would be released after 3 months from completion of warranty period.

2. **Payment during AMC**

The payment terms during AMC would be paid annually 100% in advance on:

- a) Submission of invoice
 - b) Proof of back to back alignment with OEM and
 - c) PBG (to be submitted annually) for 10% of the AMC value for the respective year valid for a period of 15 months.
 - d) In case vendor does not submit PBG, the payment would be released after 3 months from completion of AMC period.
3. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure –XIX**) along with cancelled cheque in original with technical bid.
 4. Bidder will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI officials, proof of back-to-back warranty arrangement certificate while claiming the appropriate payment.
 5. TDS, if any, will be deducted while releasing the payment.
 6. All Payments will be made to the Bidder in Indian Rupee only.
 7. All payments will released within 4 weeks of receiving the undisputed invoice along with all the documentary proof.
 8. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
 9. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

10.3. Warranty and AMC

1. **Warranty**

- a) The warranty of entire equipments / hardware (including OS) & software deployed for this project shall be onsite, comprehensive, back to back from OEM with NBD replacement of hardware for a period of 3 years (36 months) from the date of acceptance.
- b) The bidder will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software. The bidder will provide support for hardware and pre-installed software components including operating system during the warranty period. Defective hardware shall be replaced with new hardware by the vendor at his own cost, including the cost of transport.
- c) The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- d) The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or

omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.

- e) The warranty should cover all parts including updates, upgrades of software, maintenance and support for its proper operation, performance and output as specified in the tender technical specifications for a period of 36 months from the date of acceptance by the Bank at no cost to Bank.
- f) In case equipment is taken away for repairs, the bidder shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.
- g) Warranty should not become void if the Bank buys any other add-on hardware from a third party and installs it with in hardware items in the presence of the representative of the bidder. However, the warranty will not apply to such third-party hardware items installed by the Bank.

2. **Annual Maintenance Contract**

- a) The selected bidder will enter into **comprehensive onsite AMC** [if contracted] with the bank for a period of 3 years, for post warranty maintenance after the expiry of the warranty period. However, the bank will be having right to go with any other vendor for AMC if so desired.
 - b) The order for AMC would be placed in respective years. The AMC charges for the equipment for 4th, 5th and 6th year shall not exceed the rates finalized at the time of purchase.
 - c) The bidder should provide changes, upgrades, upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
 - d) In the case of authorized/ channel partners, AMC charges shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, upgrades for providing AMC support for period.
 - e) **Termination of AMC contract** [if contracted]: Bank will terminate the AMC contract on occurrence of the following:
 - i. Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.
 - ii. Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.
 - iii. Bidder failure to meet the performance requirement specified herein
3. During the Warranty/AMC period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
4. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank.
5. Any corruption in the software or media shall be rectified during the full period of the contract including warranty/AMC, if contracted, at no extra cost to the Bank.

6. The bidder shall make available the spare parts, components etc, for the equipments for a minimum period of six years. If any of the peripherals/components are not available during the Warranty / AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.
7. In case some equipment is declared by the bidder as beyond repairs, the bidder shall provide a NEW replacement equipment of the same of higher configuration from the same OEM with prior approval of the bank.
8. **Mean Time Between Failures (MTBF):** If during the warranty and AMC period, any hardware and/or software items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior NEW hardware items by the bidder at no additional cost to the Bank.
9. During Warranty/AMC the bidder should provide comprehensive on-site 24X7 support free of cost.

10.4. Uptime

1. The bidder shall guarantee an uptime of **99.5%** for the equipment at all the locations where the equipment are commissioned, during Warranty and AMC [if Contracted] period, which shall be calculated on monthly basis.
2. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/resolution within the contracted hours. "Failure" is the condition that renders the bank unable to communicate on LAN/WAN. "Restoration" is the condition when the selected bidder demonstrates that the network switch is in working order and location(s) able to access the resources at Datacenter.
3. The Downtime calculated shall not include any:
 - a) Failure due to bank (Power, cabling fault etc.)
 - b) Failure of WAN links
 - c) Preventive maintenance activity and
 - d) Force Majeure.
4. The percentage uptime is calculated on monthly basis (9 AM to 9 PM a day).
5. The performance would be measured as under on monthly basis:

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

6. Penalty would be charged for shortfall in performance compliance level.
7. **Call to Response:** Vendor's hardware engineer will report at SIDBI offices within '**TWO HOURS**' of reporting of breakdown through telephone/ email or portal to the vendor's centralized helpdesk as per call logging and escalation matrix.
8. **Call to Resolution:** Vendor shall resolve the issue within '**FOUR HOURS**' of its reporting.
9. Call will be deemed as call closure if a hardware or part thereof of similar or higher configuration is provided, configured and integrated with existing LAN/WAN within the Call-to-Resolution.
10. The replacement of faulty hardware during Warranty/AMC should be **NBD**.

10.5. Penalty for Default Delivery

1. If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 1% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.
2. In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.
3. If orders are cancelled due to non delivery, the vendor will also be debarred by Bank for participating in any future tenders floated by Bank.

10.6. Penalty for Delay in Installation

1. If the vendor fails to install the items within Four (4) weeks from date of delivery, Bank will impose a penalty of 1% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 5% of value of the late installed items.
2. However, no penalty will be imposed for the durations leading to delays in installation of hardware / software due to reasons solely attributable to the Bank.
3. The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc.

10.7. Penalty for Non-Performance of Preventive Maintenance

1. If the vendor fails to carry out preventive maintenance during Warranty and AMC and submit the reports, Bank will impose a penalty of Rs.500/- for each incidence, subject to maximum of 25% of ordered / AMC value of the item.
2. No penalty will be imposed for any reason solely attributable to the Bank. However, in such case the bidder has to submit the reasons for not carrying out PM duly signed by the official of SIDBI at the location.
3. The vendor will be required to forward to the banks well in advance the PM schedule / plan to enable the Bank to intimate the locations/offices and obtaining downtime etc.

10.8. Penalty for shortfall in Performance Compliance Level

1. If the bidder fails to maintain guaranteed uptime of **99.5%** per month for all the ordered locations, during Warranty and AMC the Bank shall impose penalty.
2. Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Uptime	Penalty (% of the contract value of the equipment)
>= 99.5%	NIL
>=98.5% & < 99.5%	Rs. 100/-
>=97.5% & < 98.5%	Rs. 250/-
>=96.5% & <97.5%	Rs. 500/-
>= 95.5% & <96.5%	Rs. 750/-
<95.5%	Rs. 1,000/- for every percentage fall or part thereof.

4. The above penalty shall be applied for each equipment separately. However, in case of standby equipment provided at the site, installed, configured and integrated in the network and location/office is able to access the network no penalty would be charged.
5. However, no penalty will be imposed for the reasons solely attributable to the Bank, in such cases the bidder has to submit the proof.

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

11. General Terms and Conditions

11.1. Definitions

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

1. "The Bank", "SIDBI", "Buyer" means Small Industries Development Bank of India (SIDBI);
2. "Bidder", "Vendor", "Supplier", "Seller" means the respondent to the RFP document.
3. "RFP" or "Tender" or "RfP" or 'Bid document' means the 'Request for Proposal document.
4. "Bid" may be referred to as 'Offer'.
5. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / MSME Development Centre / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
6. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
7. "The Goods" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
8. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, support, maintenance, training and other such obligations of the Supplier covered under the Purchase Contract;
9. "The Project Site" means, Small industries Development Bank of India locations/offices.

11.2. Use of Contract Documents and Information

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

11.3. Subcontracts

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

11.4. Technical Information

1. The Bidder should strictly quote for the Brand/ Model complying with technical specifications given in **Annexure – III**.
2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

3. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 6 years including warranty period and post warranty maintenance (AMC). The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. Bank shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.
4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
5. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/ without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

11.5. Governing language

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

11.6. Applicable laws

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

11.7. Compliance with all applicable laws

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

11.8. Compliance in obtaining approvals/ permissions/ licenses

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

11.9. Performance security

1. During Warranty

- i. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value and valid for WARRANTY period + THREE months (invocation period) from the date of acceptance.
- ii. The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank.
- iii. Since the validity of the BG is linked to the warranty/ acceptance of the hardware, the bidder shall submit the BG only after getting the confirmation from the Bank about the acceptance & warranty period.

2. During AMC

The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of annual AMC value and valid for 15 months (including invocation period of 3 months) from the date of start of AMC. The BG to be submitted annually for the AMC period.

11.10. Insurance

1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier
4. Should any loss or damage occur, the Bidder shall
 - a) Initiate and pursue claim till settlement, and
 - b) Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

11.11. Inspections and tests

1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:
 - a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Bank / Bank's Consultants /Testing Agency. The supplier should intimate the Bank before dispatch of goods to various locations/ offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.

- b) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
 - c) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
 3. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
 4. On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the Bank.

11.12. Delivery and Installation Schedule

1. Delivery

- a) The Bidder should deliver the goods within **SIX WEEKS FROM THE DATE OF PURCHASE ORDER.**
- b) Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
- c) Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
- d) Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.
- e) The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI

2. Installation

- a) The Bidder shall install the goods and integrate with existing network within **FOUR weeks** from the date of delivery of the equipment at respective location.
- b) The Bidder to explain the Bank officials the details of all the features and functionality of the solution.
- c) After completion of installation the bidder should obtain Installation certificate (the format of which would be shared with the shortlisted vendor(s)) from the Bank official at respective locations. SIDBI will carry out acceptance of hardware as per acceptance test plan.
- d) Installation will be treated as incomplete in one/all of the following situations:
 - i. Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.

- ii. Non-delivery of supporting documentation.
 - iii. Delivery, but no installation of the components and/or software.
 - iv. Improper integration, configuration and migration of policies.
 - v. System operational, but unsatisfactory to the Bank.
3. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
 4. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

11.13. Locations for Delivery & Installation and Buy-back

The details of delivery & installation and buy-back locations are provided in [Annexure – XX](#) and [Annexure – XIV](#) respectively.

11.14. Delivery and Documents

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

1. Original copy of the delivery challan. duly signed with name, designation, date and seal of the office concerned affixed. The challan should contain the seal and date of receipt of the equipment by SIDBI location.
2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
3. Inspection Certificate issued by the nominated inspection agency and the Supplier's factory inspection report and Quality Control Test Certificates, if any. Commissioning of Solution
4. The Supplier is responsible for all unpacking and installation of Products. The Supplier will ensure that all systems along with software have been commissioned as per scope for successful and continuous operation at all installation sites.

11.15. Acceptance

1. The acceptance / performance test will be performed after completion of installation of all the equipments at the location. Complete hardware and Software as specified in the tender must have been supplied & installed properly by the Bidder prior to acceptance of the same. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
2. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
3. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made by the bank to the bidder.

4. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective hardware items.
5. The Bank's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
6. Acceptance test would be carried out after five working days from the date of installation by the network management team at Datacenter, Mumbai. The vendors engineer from Mumbai should be available at SIDBI, Mumbai location during the acceptance testing.

S.N	Nature of activity	Remarks
1	Physical Delivery of the hardware items as per the PO and Installation.	<ul style="list-style-type: none"> ➤ Delivery of ordered items along with accessories, cables, manuals etc. ➤ Installation of the items in the rack after removal of old switch(es) ➤ Termination of LAN/WAN cables
2	Configuration	<ul style="list-style-type: none"> ➤ Configuration of the equipment as per scope of work which includes: <ul style="list-style-type: none"> • Assignment of management IP • SNMP string configuration • Creation of VLANs (if required, applicable to L3 switches) and • Integrate the same with existing network.
3	Verification of features	<ul style="list-style-type: none"> ➤ Verification of features as asked for in technical bid.
4	Acceptance Certificate.	<ul style="list-style-type: none"> ➤ On successful completion of acceptance test, bidder would be provided acceptance certificate.

11.16. Acceptance Date

1. Bidder shall submit all the duly signed Installation Certificates at Bank's Mumbai office.
2. For the convenience of the bidder and the Bank, single acceptance date would be arrived for the entire lot of purchase by taking weighted average of all the installation dates. Accordingly, the warranty period of 3 years starting from the date of acceptance, shall be determined and conveyed to the bidder in writing.
3. The back to back warranty certificate from OEM should be from date of acceptance and the same to be submitted for release of final payment.

11.17. Repeat Order / Order for Optional Items

1. The bank reserves the right to place order for additional hardware item(s)/ / optional items, at same rates and terms & conditions during a period of one year from the date of acceptance of purchases order by the bidder. No additional cost whatsoever other than the cost contracted would be paid.
2. In case of any change in tax rates, the taxes prevailing at the time of placing repeat order would be applicable.

11.18. Change / Modification in Delivery Locations

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

11.19. Forfeiture of performance security

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

11.20. No Commitment to Accept Lowest or Any Offer

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

11.21. Conditional Bids

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

11.22. Contacting the Bank

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

11.23. Taken / Brought over of Company

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

11.24. No Employer – Employee Relationship

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

11.25. Termination

1. Prior to the delivery of the hardware items, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
2. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a) Failure of the successful bidder to accept the contract;
 - b) Delay in delivery beyond the specified period;
 - c) Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
 - d) Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and
3. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

11.26. Patent Rights

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

11.27. Corrupt and fraudulent practice

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:
 - a) **“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.
 - b) **“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.
2. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

11.28. 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.

11.29. 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.

11.30. Confidentiality

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

11.31. IPR Infringement

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

11.32. Limitation of liability

Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision in Clause 11.31 and Clause 11.38 hereinbelow, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

11.33. Rights to Visit

1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
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.

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.

11.34. 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.

11.35. Grievances Redressal Mechanism

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

11.36. Compliance with Statutory and Regulatory Provisions

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

11.37. 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.

11.38. Indemnity

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:
2. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
3. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
5. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

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

11.39. Force majeure

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

11.40. Resolution of Disputes

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

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

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

12. Annexure

12.1. Annexure I - Bid Forwarding Letter

(To be submitted on Bidders letter head)

Date: _____

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

Dear Sir,

Procurement of Network Switches

We, the undersigned, offer to submit our bid in response and accordance with your tender No. 400/2016/1136/BYO/ITV dated January 19, 2016. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).

If our offer is accepted we undertake to provide on-site comprehensive service support for the hardware / software supplied as per the above referred RFP, during warranty of 3 years and AMC of 3 years(if contracted).

The Warranty and AMC would be back to back from OEM. The warranty of equipment would start from date of acceptance of the solution by the Bank. Further, we would also undertake preventive maintenance periodically as specified in the tender.

We also confirm that, we would stock adequate spares of all items supplied at our support locations and provide uptime etc as per requirements of RfP.

The price quoted by us includes back to back 3 years warranty and 3 years AMC with OEM and support.

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

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

Yours sincerely,

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

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

S.N.	Eligibility Criteria	Bidder's response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company	
	Documentary proof enclosed. (Yes / No)	
4	Address of Registered Office with contact numbers	
a	Address	
b	Land Line No.	
c	Fax No.	
d	Mail Id.	
5	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]	
a	Address	
b	Land Line No.	
c	Fax No.	
d	Mail Id.	
6	MSME Status (Tick appropriate)	
a	Company does not qualify the status of MSE.	
b	Company does qualify the MSE status.	
c	SC/ST	
d	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No)	
7.	Domestically Manufactured Electronic Products (DMEP)	
a	OEM / Bidder qualify the status of DMEP. (Yes/No).	
b	DMEP Form-1 – Affidavit of Self Certificate Regarding Domestic Value Addition in an Electronic Product as per Annexure –XVII attached. (Yes/No).	
c	Domestic Value Addition in terms of guidelines issued by Procurement of notified electronic products by Government as per Annexure –XVIII attached. (Yes/No).	
d	It is the responsibility of the participating bidder to submit the above Annexures. In the absence of which bidder would not be eligible for purchase preference.	
8	PAN No.	
	Copy of PAN enclosed. (Yes/No)	
9	Sales Tax / VAT / Service tax registration certificate	
	Copy of Sales Tax / VAT / Service Tax certificate enclosed. (Yes / No)	
10	OEM or Authorized Partner of OEM.	
	MAF from OEM as per format given in Annexure –V enclosed. (Yes /No)	
11	No of Years of experience in supply,	

S.N.	Eligibility Criteria	Bidder's response
	installation, configuration and maintenance of network switches.	
	Proof by way of purchase order or work completion order to be attached.	
12	Whether the Bidder have supplied and maintained at least 50 number of L2 switches from same OEM (which is proposed in current tender) in single order for multiple locations spread across the country in at least one organizations in Government Financial Institutions / Banks / Government Departments / Semi-Government Departments / PSUs in India during last five years. (Yes/No)	
	Details of the organizations to be provided, which should include, (Name of organization, Contact Person Name, Designation along with mobile/phone No.)	1. 2.
	<ul style="list-style-type: none"> • Proof by way of purchase order and • Certificate from organization on successful supply, installation and maintenance of equipment to be attached. 	
13	Whether the bidder have experience in installation, configuration, maintenance of at least 1 layer 3 switch from same OEM (which is proposed in the current tender) in at least one organization in Government Financial Institutions / Banks / Government Departments / Semi-Government Departments / PSUs in India during last five years. (Yes/No)	
	Details of the organizations to be provided.	
	<ul style="list-style-type: none"> • Proof by way of purchase order and • Certificate from organization on successful supply, installation and maintenance of equipment to be attached 	
14	Whether the bidder has OWN / Franchise / partner support arrangement from the same location or nearest location for extending support.	Summary of Support (No of Locations): OWN: _____ Franchise: _____ Partner: _____
	Details provided as per Annexure XII. (Yes/No).	
15	Certificate from OEM on Non-End of Life and Non-End of Support for a minimum of 6 years (i.e. through the life of entire project period) from 01.04.2016 is attached. (Yes/No)	
16	The bidder should not have been black-listed by any Public Financial Institutions, Public	

S.N.	Eligibility Criteria	Bidder's response
	Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	
	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-VIII to be submitted.	
18	The Bidder should have their own Centralized Support Center for providing 24x7x365 support.	
	Self declaration providing details of addresses and contact details to this effect on company's letter head signed by company's authorized signatory is to be submitted.	
19	Contact Details of Bidder's authorized representative to make commitments to SIDBI. Power of attorney at per format given in Annexure – to be submitted.	
a	Name	
b	Designation	
c	Land Line No.	
d	Mobile No.	
e	Fax No.	
f	Mail Id	
20	Financials	
	Parameter	FY
a	Annual Turnover	2012 - 2013
		2013 - 2014
		2014 - 2015
b	Cash Profit	2012 - 2013
		2013 - 2014
		2014 - 2015
c	Net worth	2012 - 2013
		2013 - 2014
		2014 - 2015
d	<i>CA certificate attached. (Yes / No)</i>	
e	Copies of last three years' balance sheet and Profit & Loss Statement attached. (Yes /No)	
21	Support Center at Mumbai	
a	Whether bidder has support center at Mumbai. (Yes/No)	
b	Address and Contact Details of support center at Mumbai	
(i)	Address of support centre	
(ii)	Contact No.	
(iii)	Mail Id.	
22	OEM Details	
a	Name of OEM	
b	Address of OEM's Office in India	
c	Contact Details of OEM	
(i)	Name	
(ii)	Designation	
(iii)	Mobile No.	

S.N.	Eligibility Criteria	Bidder's response
(iv)	Fax No.	
(v)	Mail Id	
23	EMD Details	
a	DD / Pay Order / Bank Guarantee	
b	Number	
c	Date of Issue	
d	Issuing Bank	
e	Amount (Rs.)	
24	Tender Form Cost Details	
a	DD / Pay Order	
b	Number	
c	Date of Issue	
d	Issuing Bank	
e	Amount (Rs.)	
25	Pre-Contract Integrity Pact as per Annexure – XI attached. (Yes/No)	
26	Escalation matrix as per Annexure –XV attached. (Yes/No).	

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Note

- Bidder response should be complete with all relevant documents attached..
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- 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.
- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

12.3. Annexure –III - Technical Bid

SIDBI intends to procure **ENTERPRISE CLASS, MANAGED GIGABIT NETWORK SWITCHES** for its various offices/ locations spread across the country. All the components forming the solution should be from same OEM. The switches should be supplied with back to back warranty (3 years) and AMC (3 years). All the features specified in the technical bid should be made available from day one.

Bidder to ensure not to quote for already declared or to be declared during the contract period of 6 years, end of sale or end of support products.

1. Category 'A'

1.1. Layer 2, 08 Port, Gigabit Switches

- a) **Quantity Required** : 07
 b) **Locations** : 07 (Details of locations given below)

S.N.	Location	Qty.	S.N.	Location	Qty.	S.N.	Location	Qty.
1	Aizwal	1	4	Imphal	1	7	Agartala	1
2	Dimapur	1	5	Itanagar	1			
3	Gangtok	1	6	Shillong	1			

Currently there is no requirement for populating the SFP slots.

- c) **Minimum Specifications** :

S.N	Minimum Specifications	Vendor Response	Deviation, if any
1	Architecture		
1.1	8 RJ-45 autosensing 10/100/1000 ports		
1.2	Two dual-personality ports- RJ-45 10/100/1000 or SFP slot in addition to above ports.		
1.3	1 RJ-45 (serial RS-232C) or USB micro-B or equivalent console port		
1.4	128 MB DRAM, 32 MB Flash		
1.5	Packet buffer size of minimum 1MB to support video/streaming traffic and huge file transfers		
1.6	Shall have switching capacity of 20 Gbps for providing non-blocking performance on all Gigabit ports		
1.7	Shall have up to 14.8 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports		
1.8	Shall provide Gigabit (1000 Mb) Latency of < 3 micro seconds.		
1.9	Rack mounting kit		
2	Resiliency		
2.1	IEEE 802.1D Spanning Tree Protocol, IEEE		

S.N	Minimum Specifications	Vendor Response	Deviation, if any
	802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol		
2.2	IEEE 802.3ad Link Aggregation Control Protocol (LACP) up to two links (ports) per group		
3	Layer 2 Features		
3.1	MAC address table size of 16000 entries		
3.2	Shall support IEEE 802.1Q		
3.3	Shall support GARP VLAN Registration Protocol or equivalent feature to allow automatic learning and dynamic assignment of VLANs		
3.5	Shall support Jumbo frames to improve the performance of large data transfers		
3.6	Internet Group Management Protocol (IGMP)		
3.7	Multicast Listener Discovery (MLD) snooping		
3.8	IEEE 802.1AB Link Layer Discovery Protocol (LLDP) and LLDP-MED (Media Endpoint Discovery)		
3.9	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6 day one.		
3.1	IPv6 Forum Phase 2 - Core protocols certified.		
4	QoS and Security Features		
4.1	Access Control Lists for traffic filtering		
4.2	Source-port filtering or equivalent feature to allow only specified ports to communicate with each other		
4.3	Traffic prioritization based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ		
4.4	Shall support traffic classification into four priority levels mapped to two or four queues using Weighted deficit round robin (WDRR) queuing		
4.5	Shall support traffic rate-limiting per port		
4.6	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		
4.7	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address		
4.8	Web-based authentication to provide a browser-based environment to authenticate clients that do not support the IEEE 802.1X supplicant		

S.N	Minimum Specifications	Vendor Response	Deviation, if any
4.9	Concurrent IEEE 802.1X and Web authentication per port		
	MAC authentication schemes per port		
4.10	Port security to allow access only to specified MAC addresses		
4.11	MAC address lockout to prevent particular configured MAC addresses from connecting to the network		
4.12	STP BPDU port protection to prevent forged BPDU attacks		
4.13	STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes		
	Should support SSH v2.		
5	Management Features		
5.1	Configuration through the CLI, console, Telnet, SSH and browser-based management GUI (SSL)		
5.2	SNMPv1, v2, and v3 and Remote monitoring (RMON) support		
5.3	sFlow (RFC 3176) or equivalent for traffic analysis		
5.4	TFTP and Secure FTP support		
5.5	Dual flash images to provide independent primary and secondary operating system files		
5.6	Multiple configuration files to allow multiple configuration files to be stored to a flash image		
5.7	RADIUS/TACACS+ for switch security access administration		
5.8	Simple Network Time Protocol (SNTP) or equivalent support		
5.9	Shall support single IP address management of up to 2 switches		
6	Environmental Features		
6.1	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption		
6.2	Operating temperature of 0°C to 45°C		
6.3	Safety and Emission standards including EN 60950; IEC 60950; VCCI Class A; FCC Class A		

1.2. Layer 2, 24 Port, Gigabit Switch

- a) **Quantity Required** : 51 (with 19XSFP RJ45 and 2X SFP LC SX)
- b) **Locations** : 40 (Details of locations given below)

S.N.	Location	Qty	S. N.	Location	Qty	S. N.	Location	Qty
1	Ambattur	1	15	Jodhpur	1	29	Varanasi	1
2	Andheri	1	16	Kanpur	1	30	Ahmedabad	2
3	Aurangabad	1	17	Kochi	2	31	Bangalore	2
4	Baroda	1	18	Ludhiana	1	32	Chandigarh	2
5	Bhopal	1	19	Morbi	1	33	Chennai	1
6	Bhubhaneshwar	1	20	Nagpur	1	34	Coimbatore	2
7	Dehradun	1	21	Noida	1	35	Faridabad	2
8	Gandhidham	1	22	Panji	1	36	Hyderabad	2
9	Gaziabad	1	23	Patna	1	37	Jaipur	2
10	Gurgaon	1	24	Puduchery	1	38	Kolkata	2
11	Guwahati	1	25	Rajkot	1	39	Pune	2
12	Hosur	1	26	Ranchi	1	40	Indore	2
13	Jammu	1	27	Rourkela	1			
14	Jamshedpur	1	28	Tirupur	1			

c) Minimum Specifications

S.N.	Minimum Specifications	Vendor Response	Deviation, if any
1	Architecture		
1.1	Shall be 1RU, 19" Rack Mountable		
1.2	24 RJ-45 autosensing 10/100/1000 ports with 4 open SFP slots		
1.3	1 RJ-45 (serial RS-232C) or USB micro-B or equivalent console port		
1.4	128 MB flash, 128 MB DRAM		
1.5	Packet buffer size of minimum 1.5 MB to support video/streaming traffic and huge file transfers (like medical scan documents etc)		
1.6	Shall have switching capacity of 56 Gbps for providing non-blocking performance on all Gigabit ports		
1.7	Shall have up to 41.6 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports		
1.8	Shall provide Gigabit (1000 Mb) Latency of < 3 us		
2	Resiliency		
2.1	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol		
2.2	IEEE 802.3ad Link Aggregation Control Protocol (LACP) up to eight links (ports) per group		
3	Layer 2 Features		
3.1	MAC address table size of 16000 entries		
3.2	Shall support up to IEEE 802.1Q (4,094 VLAN IDs) and 512 VLANs simultaneously		
3.3	Shall support GARP VLAN Registration		

S.N.	Minimum Specifications	Vendor Response	Deviation, if any
	Protocol or equivalent feature to allow automatic learning and dynamic assignment of VLANs		
3.5	Shall support Jumbo frames to improve the performance of large data transfers		
3.6	Internet Group Management Protocol (IGMP)		
3.7	Multicast Listener Discovery (MLD) snooping		
3.8	IEEE 802.1AB Link Layer Discovery Protocol (LLDP) and LLDP-MED (Media Endpoint Discovery)		
3.9	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6		
3.10	IPv6 Forum Phase 2 - Core protocols certified		
4	QoS and Security Features		
4.1	Access Control Lists for traffic filtering		
4.2	Source-port filtering or equivalent feature to allow only specified ports to communicate with each other		
4.3	Traffic prioritization based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ		
4.4	Shall support traffic classification into eight priority levels mapped to two or four queues using Weighted deficit round robin (WDRR) queuing		
4.5	Shall support traffic rate-limiting per port		
4.6	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		
4.7	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address		
4.8	Web-based authentication to provide a browser-based environment to authenticate clients that do not support the IEEE 802.1X supplicant		
4.9	Concurrent IEEE 802.1X and Web or MAC authentication schemes per port		
4.10	Port security to allow access only to specified MAC addresses		
4.11	MAC address lockout to prevent particular configured MAC addresses from connecting to the network		
4.12	STP BPDU port protection to prevent forged BPDU attacks		
4.13	STP Root Guard to protect the root bridge from malicious attacks or configuration		

S.N.	Minimum Specifications	Vendor Response	Deviation, if any
	mistakes		
4.14	Should support SSH v2.		
5	Management Features		
5.1	Configuration through the CLI, console, Telnet, SSH and browser-based management GUI (SSL)		
5.2	SNMP v1, v2, and v3 and Remote monitoring (RMON) support		
5.3	sFlow (RFC 3176) or equivalent for traffic analysis		
5.4	TFTP and Secure FTP support		
5.5	Dual flash images to provide independent primary and secondary operating system files		
5.6	Multiple configuration files to allow multiple configuration files to be stored to a flash image		
5.7	RADIUS/TACACS+ for switch security access administration		
5.8	Simple Network Time Protocol (SNTP) or equivalent support		
5.9	Shall support single IP address management of up to 16 switches		
6	Environmental Features		
6.1	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption		
6.2	Operating temperature of 0°C to 45°C		
6.3	Safety and Emission standards including EN 60950; IEC 60950; VCCI Class A; FCC Class A		
7	Make and Model of the Switch		
7.1	Make		
7.2	Model No.		
7.3	Data Sheet attached. (Yes/No)		

1.3. Layer 2, 48 Port Gigabit Switch

- a) **Quantity Required** : 03 (with 6 X SFP RJ45)
- b) **Locations** : 01 (Chennai)
- c) **Minimum Specifications**

S.N.	Minimum Specifications	Vendor Response	Deviation, if any
1	Architecture		
1.1	Shall be 1RU, 19" Rack Mountable		
1.2	48 RJ-45 autosensing 10/100/1000 ports with 4 open SFP slots		
1.3	1 RJ-45 (serial RS-232C) or USB micro-B or equivalent console port		

S.N.	Minimum Specifications	Vendor Response	Deviation, if any
1.4	128 MB flash, 128 MB DRAM		
1.5	Packet buffer size of minimum 1.5 MB to support video/streaming traffic and huge file transfers (like medical scan documents etc)		
1.6	Shall have switching capacity of 104 Gbps for providing non-blocking performance on all Gigabit ports		
1.7	Shall have up to 77 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports		
1.8	Shall provide Gigabit (1000 Mb) Latency of < 3 us		
2	Resiliency		
2.1	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol		
2.2	IEEE 802.3ad Link Aggregation Control Protocol (LACP) up to eight links (ports) per group		
3	Layer 2 Features		
3.1	MAC address table size of 16000 entries		
3.2	Shall support up to IEEE 802.1Q (4,094 VLAN IDs) and 512 VLANs simultaneously		
3.3	Shall support GARP VLAN Registration Protocol or equivalent feature to allow automatic learning and dynamic assignment of VLANs		
3.5	Shall support Jumbo frames to improve the performance of large data transfers		
3.6	Internet Group Management Protocol (IGMP)		
3.7	Multicast Listener Discovery (MLD) snooping		
3.8	IEEE 802.1AB Link Layer Discovery Protocol (LLDP) and LLDP-MED (Media Endpoint Discovery)		
3.9	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6		
3.10	IPv6 Forum Phase 2 - Core protocols certified		
4	QoS and Security Features		
4.1	Access Control Lists for traffic filtering		
4.2	Source-port filtering or equivalent feature to allow only specified ports to communicate with each other		
4.3	Traffic prioritization based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ		
4.4	Shall support traffic classification into eight		

S.N.	Minimum Specifications	Vendor Response	Deviation, if any
	priority levels mapped to two or four queues using Weighted deficit round robin (WDRR) queuing		
4.5	Shall support traffic rate-limiting per port		
4.6	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		
4.7	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address		
4.8	Web-based authentication to provide a browser-based environment to authenticate clients that do not support the IEEE 802.1X supplicant		
4.9	Concurrent IEEE 802.1X and Web or MAC authentication schemes per port		
4.10	Port security to allow access only to specified MAC addresses		
4.11	MAC address lockout to prevent particular configured MAC addresses from connecting to the network		
4.12	STP BPDU port protection to prevent forged BPDU attacks		
4.13	STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes		
4.14	Should support SSH v2.		
5	Management Features		
5.1	Configuration through the CLI, console, Telnet, SSH and browser-based management GUI (SSL)		
5.2	SNMP v1, v2, and v3 and Remote monitoring (RMON) support		
5.3	sFlow (RFC 3176) or equivalent for traffic analysis		
5.4	TFTP and Secure FTP support		
5.5	Dual flash images to provide independent primary and secondary operating system files		
5.6	Multiple configuration files to allow multiple configuration files to be stored to a flash image		
5.7	RADIUS/TACACS+ for switch security access administration		
5.8	Simple Network Time Protocol (SNTP) or equivalent support		
5.9	Shall support single IP address management of up to 16 switches		
6	Environmental Features		
6.1	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power		

S.N.	Minimum Specifications	Vendor Response	Deviation, if any
	consumption		
6.2	Operating temperature of 0°C to 45°C		
6.3	Safety and Emission standards including EN 60950; IEC 60950; VCCI Class A; FCC Class A.		
7	Make and Model of the Switch		
7.1	Make		
7.2	Model No.		
7.3	Data Sheet attached. (Yes/No)		

2. Category 'B'

2.1. Requirement, Locations and Type of Switches

S.N	Location	Requirement - Type of Switch			Remarks
		L3	L2		
		24 Ports	48 Ports	24 Ports	
1	Lucknow	2 (HA)	4	6	<ul style="list-style-type: none"> ➤ Primary L3 switch to be populated with 12 numbers of SFP LC SX and 12 numbers of SFP RJ45 populated. ➤ Backup L3 switch to be populated with 24 numbers of SFP RJ45. ➤ All L2 switches to be populated with one RJ45 and one LC SX
2	New Delhi	1 (Single)	3	2	<ul style="list-style-type: none"> ➤ L3 switch to be populated with 02 numbers of SFP LC SX and 22 numbers of RJ45 one Gig ports. ➤ 2X48ports and 2X24ports L2 switches each populated with one number of RJ45. ➤ 1X48port L2 switch to be populated with one RJ45 and one LC SX
3	Mumbai	N/A	11	11	<p>All switches to be populated with one number of RJ45 and one number of LC SX.</p> <p>Note:</p> <p>Since, Mumbai L2 switches will be connected to Cisco 6509E core switch, the switches and SFPs proposed should be compatible with the</p>

S.N	Location	Requirement - Type of Switch			Remarks
		L3	L2		
		24 Ports	48 Ports	24 Ports	
					core switch.

2.2. Minimum Specifications

2.2.1. Layer 3, 24 Port, Gigabit Switch.

- **Lucknow:** Primary switch should be populated with 1Gig, 12 numbers of SFP LC SX and 12 numbers of SFP RJ45 transceivers. Secondary switch to be populated with 24 numbers of SFP RJ45 transceivers.
- **New Delhi:** switch should be populated with 1 Gig, 2 numbers of SFP LC SX and 22 number of SFP RJ45 transceivers.
- The bidders to note that, 10Gig connectivity slots are required as the above locations are development centers.

S.N.	Minimum Specifications	Vendor Response	Deviations, If any
1	Architecture		
1.1	Shall be 19" Rack Mountable		
1.2	Shall have dual, hot-swappable power supplies		
1.3	12 x Gigabit SFP Slots for 1G Transceivers		
1.4	12 numbers RJ-45 one Gig ports		
1.5	The switch shall have two expansion slots to support up to two numbers of 10G Ports additionally for future 10Gig Connectivity.		
1.6	1 RJ-45 serial console port		
1.7	256 MB SDRAM, 32 MB flash		
1.8	Shall have switching capacity of 88 Gbps		
1.9	Shall have up to 65 million pps switching throughput		
2	Resiliency		
2.1	Shall have the capability to extend the control plane across multiple active switches making it a virtual switching fabric, enabling interconnected switches to perform as single Layer-2 switch and Layer-3 router		
2.2	Shall support virtual switching fabric creation across nine switches using 10G Ethernet Links		
2.3	The modules/cables to create virtual switching fabric shall be provided		
2.4	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol		
2.5	IEEE 802.3ad Link Aggregation Control Protocol (LACP)		
2.6	Ring protocol support to provide sub-100 ms recovery for ring Ethernet-based topology		

S.N.	Minimum Specifications	Vendor Response	Deviations, If any
2.7	Virtual Router Redundancy Protocol (VRRP) to allow a group of routers to dynamically back each other up to create highly available routed environments		
2.8	Graceful restart for OSPF, IS-IS and BGP protocols		
2.9	Bidirectional Forwarding Detection (BFD) for OSPF, IS-IS and BGP protocols		
3	Layer 2 Features		
3.1	Shall support up to 4,000 port or IEEE 802.1Q-based VLANs		
3.2	Shall support GARP VLAN Registration Protocol or equivalent feature to allow automatic learning and dynamic assignment of VLANs		
3.3	Shall have the capability to monitor link connectivity and shut down ports at both ends if uni-directional traffic is detected, preventing loops		
3.4	Shall support IEEE 802.1ad QinQ and Selective QinQ to increase the scalability of an Ethernet network by providing a hierarchical structure		
3.5	Shall support Jumbo frames on GbE and 10-GbE ports		
3.6	Internet Group Management Protocol (IGMP)		
3.7	Multicast Listener Discovery (MLD) snooping		
3.8	IEEE 802.1AB Link Layer Discovery Protocol (LLDP)		
3.9	Multicast VLAN to allow multiple VLANs to receive the same IPv4 or IPv6 multicast traffic		
4	Layer 3 Features (any additional licenses required shall be included)		
4.1	Static Routing for IPv4 and IPv6		
4.2	RIP for IPv4 (RIPv1/v2) and IPv6 (RIPng)		
4.3	OSPF for IPv4 (OSPFv2) and IPv6 (OSPFv3)		
4.4	IS-IS for IPv4 and IPv6 (IS-ISv6)		
4.5	Border Gateway Protocol 4 with support for IPv6 addressing		
4.6	Policy-based routing		
4.7	Unicast Reverse Path Forwarding (uRPF)		
4.8	IPv6 tunneling to allow IPv6 packets to traverse IPv4-only networks by encapsulating the IPv6 packet into a standard IPv4 packet		
4.9	Dynamic Host Configuration Protocol (DHCP) client, Relay and server		
4.10	PIM Dense Mode (PIM-DM), Sparse Mode (PIM-SM), and Source-Specific Mode (PIM-SSM) for IPv4 and IPv6 multicast applications		

S.N.	Minimum Specifications	Vendor Response	Deviations, If any
4.11	IPv6 Forum Phase 2 - Core protocols certified		
5	QoS and Security Features		
5.1	Access Control Lists for both IPv4 and IPv6 for filtering traffic to prevent unauthorized users from accessing the network		
5.2	Port-based rate limiting and access control list (ACL) based rate limiting		
5.3	Congestion avoidance using Weighted Random Early Detection (WRED)		
5.4	Powerful QoS feature supporting strict priority (SP) queuing, weighted round robin (WRR), weighted fair queuing (WFQ), and weighted random early discard (WRED)		
5.5	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		
5.6	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address		
5.7	Dynamic Host Configuration Protocol (DHCP) snooping to prevent unauthorized DHCP servers		
5.8	Port security and port isolation		
5.9	Should support SSH v2		
6	Management Features		
6.1	Configuration through the CLI, console, Telnet, SSH and Web Management		
6.2	SNMPv1, v2, and v3 and Remote monitoring (RMON) support		
6.3	sFlow (RFC 3176) or equivalent for traffic analysis		
6.4	Management security through multiple privilege levels with password protection		
6.5	FTP, TFTP, and SFTP support		
6.6	Port mirroring to duplicate port traffic (ingress and egress) to a local or remote monitoring port. Shall support minimum four mirroring groups		
6.7	RADIUS/TACACS+ for switch security access administration		
6.8	Network Time Protocol (NTP) or equivalent support		
6.9	Shall have Ethernet OAM (IEEE 802.3ah) management capability		
7	Environmental Features		
7.1	Shall provide support for RoHS and WEEE regulations		
7.2	Shall be capable of supporting both AC and DC Power inputs		
7.3	Operating temperature of 0°C to 45°C		

S.N.	Minimum Specifications	Vendor Response	Deviations, If any
7.4	Safety and Emission standards including UL 60950-1; IEC 60950-1; VCCI Class A; EN 55022 Class A.		
8	Make and Model of the Switch		
8.1	Make		
8.2	Model No.		
8.3	Data Sheet attached. (Yes/No)		

2.2.2. Layer 2, 48 Ports and 24 Port Gigabit switch

- These switches are to be connected to L3 switch above. Hence, they should be compatible in all respects.
- All L2 switches for **Lucknow** should have one open SFP slot populated with Gigabit SFP RJ45 and other with SFP LC SX transceiver from day one for backbone connectivity to L3 switch.
- All L2 switches for **New Delhi** should have one open SFP slot populated with Gigabit SFP RJ45 transceiver. However in one 48 port switch one open SFP should be populated with Gigabit SFP RJ45 and other slot with SFP LC SX.

I. Specifications for 48 Port Switch:

S.N.	Specifications	Vendor Response	Deviations, if any
1	Architecture		
1.1	Shall be 1RU, 19" Rack Mountable.		
1.2	48 RJ-45 autosensing 10/100/1000 ports with minimum 4 open SFP slots.		
1.3	1 RJ-45 (serial RS-232C) or USB micro-B console port.		
1.4	128 MB flash, 128 MB DRAM.		
1.5	Packet buffer size of minimum 3 MB to support video/streaming traffic and huge file transfers (like medical scan documents etc)		
1.6	Shall have switching capacity of 104 Gbps for providing non-blocking performance on all Gigabit ports		
1.7	Shall have up to 77 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports		
1.8	Shall provide Gigabit (1000 Mb) Latency of < 3 μs		
2	Resiliency		
2.1	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol		
2.2	IEEE 802.3ad Link Aggregation Control Protocol (LACP) up to eight links (ports) per group		
3	Layer 2 Features		
3.1	MAC address table size of 16000 entries		

S.N.	Specifications	Vendor Response	Deviations, if any
3.2	Shall support up to IEEE 802.1Q (4,094 VLAN IDs) and 512 VLANs simultaneously		
3.3	Shall support GARP VLAN Registration Protocol or equivalent feature to allow automatic learning and dynamic assignment of VLANs		
3.5	Shall support Jumbo frames to improve the performance of large data transfers		
3.6	Internet Group Management Protocol (IGMP)		
3.7	Multicast Listener Discovery (MLD) snooping		
3.8	IEEE 802.1AB Link Layer Discovery Protocol (LLDP) and LLDP-MED (Media Endpoint Discovery)		
3.9	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6		
3.10	IPv6 Forum Phase 2 - Core protocols certified.		
4	QoS and Security Features		
4.1	Access Control Lists for traffic filtering		
4.2	Source-port filtering or equivalent feature to allow only specified ports to communicate with each other		
4.3	Traffic prioritization based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ		
4.4	Shall support traffic classification into eight priority levels mapped to two or four queues using Weighted deficit round robin (WDRR) queuing		
4.5	Shall support traffic rate-limiting per port		
4.6	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		
4.7	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address		
4.8	Web-based authentication to provide a browser-based environment to authenticate clients that do not support the IEEE 802.1X supplicant		
4.9	Concurrent IEEE 802.1X and Web or MAC authentication schemes per port		
4.10	Port security to allow access only to specified MAC addresses		
4.11	MAC address lockout to prevent particular configured MAC addresses from connecting to the network		

S.N.	Specifications	Vendor Response	Deviations, if any
4.12	STP BPDU port protection to prevent forged BPDU attacks		
4.13	STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes		
5	Management Features		
5.1	Configuration through the CLI, console, Telnet, SSH and browser-based management GUI (SSL)		
5.2	SNMPv1, v2, and v3 and Remote monitoring (RMON) support		
5.3	sFlow (RFC 3176) or equivalent for traffic analysis		
5.4	TFTP and Secure FTP support		
5.5	Dual flash images to provide independent primary and secondary operating system files		
5.6	Multiple configuration files to allow multiple configuration files to be stored to a flash image		
5.7	RADIUS/TACACS+ for switch security access administration		
5.8	Simple Network Time Protocol (SNTP) or equivalent support		
5.9	Shall support single IP address management of up to 16 switches		
6	Environmental Features		
6.1	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption		
6.2	Operating temperature of 0°C to 45°C		
6.3	Safety and Emission standards including EN 60950; IEC 60950; VCCI Class A; FCC Class A.		
7	Make and Model of the Switch		
7.1	Make		
7.2	Model No.		
7.3	Data Sheet attached. (Yes/No)		

II. Specifications for 24 Port Switch

S.N.	Specifications	Vendor Response	Deviations, if any
1	Architecture		
1.1	Shall be 1RU, 19" Rack Mountable		
1.2	24 RJ-45 autosensing 10/100/1000 ports with 4 open SFP slots		
1.3	1 RJ-45 (serial RS-232C) or USB micro-B or equivalent console port		
1.4	128 MB flash, 128 MB DRAM		
1.5	Packet buffer size of minimum 1.5 MB to		

S.N.	Specifications	Vendor Response	Deviations, if any
	support video/streaming traffic and huge file transfers (like medical scan documents etc)		
1.6	Shall have switching capacity of 56 Gbps for providing non-blocking performance on all Gigabit ports		
1.7	Shall have up to 41.6 million pps switching throughput to achieve wire-speed forwarding on all Gigabit ports		
1.8	Shall provide Gigabit (1000 Mb) Latency of < 3 us		
2	Resiliency		
2.1	IEEE 802.1D Spanning Tree Protocol, IEEE 802.1w Rapid Spanning Tree Protocol and IEEE 802.1s Multiple Spanning Tree Protocol		
2.2	IEEE 802.3ad Link Aggregation Control Protocol (LACP) up to eight links (ports) per group		
3	Layer 2 Features		
3.1	MAC address table size of 16000 entries		
3.2	Shall support up to IEEE 802.1Q (4,094 VLAN IDs) and 512 VLANs simultaneously		
3.3	Shall support GARP VLAN Registration Protocol or equivalent feature to allow automatic learning and dynamic assignment of VLANs		
3.5	Shall support Jumbo frames to improve the performance of large data transfers		
3.6	Internet Group Management Protocol (IGMP)		
3.7	Multicast Listener Discovery (MLD) snooping		
3.8	IEEE 802.1AB Link Layer Discovery Protocol (LLDP) and LLDP-MED (Media Endpoint Discovery)		
3.9	IPv6 host and Dual stack (IPv4/IPv6) support to provide transition mechanism from IPv4 to IPv6		
3.10	IPv6 Forum Phase 2 - Core protocols certified		
4	QoS and Security Features		
4.1	Access Control Lists for traffic filtering		
4.2	Source-port filtering or equivalent feature to allow only specified ports to communicate with each other		
4.3	Traffic prioritization based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ		
4.4	Shall support traffic classification into eight priority levels mapped to two or four queues		

S.N.	Specifications	Vendor Response	Deviations, if any
	using Weighted deficit round robin (WDRR) queuing		
4.5	Shall support traffic rate-limiting per port		
4.6	IEEE 802.1x to provide port-based user authentication with multiple 802.1x authentication sessions per port		
4.7	Media access control (MAC) authentication to provide simple authentication based on a user's MAC address		
4.8	Web-based authentication to provide a browser-based environment to authenticate clients that do not support the IEEE 802.1X supplicant		
4.9	Concurrent IEEE 802.1X and Web or MAC authentication schemes per port		
4.10	Port security to allow access only to specified MAC addresses		
4.11	MAC address lockout to prevent particular configured MAC addresses from connecting to the network		
4.12	STP BPDU port protection to prevent forged BPDU attacks		
4.13	STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes		
4.14	Should support SSH v2.		
5	Management Features		
5.1	Configuration through the CLI, console, Telnet, SSH and browser-based management GUI (SSL)		
5.2	SNMP v1, v2, and v3 and Remote monitoring (RMON) support		
5.3	sFlow (RFC 3176) or equivalent for traffic analysis		
5.4	TFTP and Secure FTP support		
5.5	Dual flash images to provide independent primary and secondary operating system files		
5.6	Multiple configuration files to allow multiple configuration files to be stored to a flash image		
5.7	RADIUS/TACACS+ for switch security access administration		
5.8	Simple Network Time Protocol (SNTP) or equivalent support		
5.9	Shall support single IP address management of up to 16 switches		
6	Environmental Features		
6.1	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption		

S.N.	Specifications	Vendor Response	Deviations, if any
6.2	Operating temperature of 0°C to 45°C		
6.3	Safety and Emission standards including EN 60950; IEC 60950; VCCI Class A; FCC Class A.		
7	Make and Model of the Switch		
7.1	Make		
7.2	Model No.		
7.3	Data Sheet attached. (Yes/No)		

3. Warranty, AMC and Support for all Switches

S.N.	Parameter	Requirement	Vendor Response	Deviations, if any
1	Warranty	Comprehensive on-site, Back to Back with OEM for a period of 3 years.		
2	AMC	Comprehensive on-site, Back to back alignment with OEM for a period of 3 years.		
3	Bidder Support	On-site 24X7X365		

4. Others

S.N.	Parameter	Requirement	Vendor Response	Deviations, if any
1	Tag Access from OEM to SIDBI.	24X7X365		
2	Uptime	99.5% monthly		
3	Response Time	2 hrs from the time call is logged.		
4	Resolution Time	4 hours from the time call is logged.		
5	Standby Equipment (for bank to continue its operations)	5 hours from the time call is logged.		
6	Equipment Replacement	NBD		
7	Support Call logging to bidder.	Centralized 24X7 help desk		

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

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

(RfP No.400/2016/1136/BYO/ITV dated January 19, 2016)

A. TABLE -1 – Cost of New Switches

S.N.	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	Taxes	Total	
		A	B		C	D=B+C	E=AXD
A.	CATEGORY 'A'						
1	Cost of Layer 2 switches with three years warranty and support.						
a.	Cost of 8 Port Layer 2 switches.	07					
b.	Cost of 24 port Layer 2 switches.	51					
c.	Cost of 48 port Layer 2 switches.	03					
d.	Cost of 1XGig SFP RJ45	24					
e.	Cost of 1XGig SFP LC SX [Indore]	02					
e.	Total – Category 'A'						
B.	CATEGORY 'B'						
1	Cost of Switches for Lucknow with three years warranty and support.						
a(i)	Cost of 24 Port Layer 3 switches in High Availability.	02					
a(ii)	Cost of SFP LC SX for Layer 3 switch.	12					
a(iii)	Cost of SFP RJ45 for Layer 3 switches.	36					
b.	Cost of 24 port Layer 2 switches.	06					
c.	Cost of 48 port Layer 2 switches.	04					
d.	Cost of 1XGig SFP RJ45 for Layer 2 switches.	10					



S.N.	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	Taxes	Total	
		A	B		C	D=B+C	E=AXD
e.	Cost of 1XGig SFP LC SX for layer 2 switches.	10					
f.	Total for Lucknow						
2	Cost of Switches for New Delhi with three years warranty and support.						
a(i)	Cost of 24 Port Layer 3 switches	01					
a(ii)	Cost of SFP LC SX for Layer 3 switch.	02					
a(iii)	Cost of SFP RJ45 for Layer 3 switch.	22					
b.	Cost of 24 port Layer 2 switches.	02					
c.	Cost of 48 port Layer 2 switches.	03					
d.	Cost of 1XGig SFP RJ45 for L2 switches.	04					
e.	Cost of 1XGig SFP LC SX for L2 switches.	01					
f.	Total for New Delhi						
3	Cost of Switches for Mumbai with three years warranty and support.						
a.	Cost of 24 port Layer 2 switches.	11					
b.	Cost of 48 port Layer 2 switches.	11					
c.	Cost of 1XGig SFP RJ45	22					
d.	Cost of 1XGig SFP LC SX	22					
e.	Total for Mumbai						
C.	Total Category 'B' [Total Lucknow + Total New Delhi + Total Mumbai]						
D.	Total Cost of Hardware (Total Category 'A' + Total Category 'B')						

B. TABLE 2 - AMC Charges

i. Table 2(i) : Fourth Year AMC Charges

S.N.	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	Taxes	Total	
		A	B		C	D=B+C	E=AXD
A. CATEGORY 'A'							
1	8 Port Switches	7					
2	24 Port Switches	51					
3	48 Port Switches	03					
4	1XGig SFP RJ45	24					
5	1XGig SFP LC SX	02					
6	Total Category 'A'						
B. CATEGORY 'B'							
1 Lucknow							
a(i)	24 Port Layer 3 switches in High Availability.	02					
a(ii)	SFP LC SX for Layer 3 switch.	12					
a(iii)	SFP RJ45 for Layer 3 switches.	36					
b.	24 port Layer 2 switches.	06					
c.	48 port Layer 2 switches.	04					
d.	1XGig SFP RJ45 for Layer 2 switches.	10					
e.	1XGig SFP LC SX for Layer 2 switches.	10					
f.	Total AMC charges for Lucknow						
2 New Delhi							
a(i)	24 Port Layer 3 switch.	01					



S.N.	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	Taxes	Total	
		A	B		C	D=B+C	E=AXD
a(ii)	SFP LC SX for Layer 3 switches.	02					
a(iii)	SFP RJ45 for Layer 3 switch.	22					
b.	24 port Layer 2 switches.	02					
c.	48 port Layer 2 switches.	03					
d.	1XGig SFP RJ45 for L2 switches.	04					
e.	1XGig SFP LC SX for L2 switches.	01					
f.	Total AMC charges for New Delhi						
3	Mumbai						
a.	24 port Layer 2 switches.	11					
b.	48 port Layer 2 switches.	11					
c.	1XGig SFP RJ45 for L2 switches.	22					
d.	1XGig SFP LC SX for L2 switches.	22					
f.	Total AMC charges for Mumbai						
C.	Total fourth AMC Charges for Category 'B' Locations						
D.	Total fourth Year AMC Charges for Category 'A' and Category 'B'						

ii. Table 2 (ii) : Fifth Year AMC Charges

S.N.	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	Taxes	Total	
		A	B		C	D=B+C	E=AXD
A. CATEGORY 'A'							
1	8 Port Switches	7					
2	24 Port Switches	51					
3	24 Port Switches	03					
4	1XGig SFP RJ45 for L2 switches	24					
5	1XGig SFP LC SX for L2 switches	02					
6	Total Category 'A'						
B. CATEGORY 'B'							
1 Lucknow							
a(i)	24 Port Layer 3 switches in High Availability.	02					
a(ii)	SFP LC SX for Layer 3 switch.	12					
a(iii)	SFP RJ45 for Layer 3 switches.	36					
b.	24 port Layer 2 switches.	06					
c.	48 port Layer 2 switches.	04					
d.	1XGig SFP RJ45 for L2 switches	10					
e.	1XGig SFP LC SX for L2 switches	10					
f.	Total AMC charges for Lucknow						
2 New Delhi							
a(i)	24 Port Layer 3	01					



S.N.	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	Taxes	Total	
		A	B		C	D=B+C	E=AXD
	switches						
a(ii)	SFP LC SX for Layer 3 switch.	02					
a(iii)	SFP RJ45 for Layer 3 switch.	22					
b.	24 port Layer 2 switches.	02					
c.	48 port Layer 2 switches.	03					
d.	1XGig SFP RJ45 for L2 switches.	04					
e.	1XGig SFP LC SX for L2 switches.	01					
f.	Total AMC charges for New Delhi						
3	Mumbai						
a.	24 port Layer 2 switches.	11					
b.	48 port Layer 2 switches.	11					
c.	1XGig SFP RJ45 for L2 switches.	22					
d.	1XGig SFP LC SX for L2 switches.	22					
f.	Total AMC charges for Mumbai						
C.	Total Fifth Year AMC Charges for Category 'B' Locations						
D.	Total Fifth Year AMC Charges for Category 'A' and Category 'B'						

iii. Table 2(iii) : Sixth Year AMC Charges

S.N.	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	Taxes	Total	
		A	B		C	D=B+C	E=AXD
A. CATEGORY 'A'							
1	8 Port Switches.	7					
2	24 Port Switches.	51					
3	48 Port Switches.	03					
4	1XGig SFP RJ45 for L2 switches	24					
5	1XGig SFP LC SX for L2 switches	02					
Total AMC Charges for Category 'A'							
B. CATEGORY 'B'							
1 Lucknow							
a(i)	24 Port Layer 3 switches .	02					
a(ii)	SFP LC SX for Layer 3 switch.	12					
a(iii)	SFP RJ45 for Layer 3 switch.	36					
b.	24 port Layer 2 switches.	06					
c.	48 port Layer 2 switches.	04					
d.	1XGig SFP RJ45 for L2 switches	10					
e.	1XGig SFP LC SX for L2 switches	10					
f.	Total AMC charges for Lucknow						
2 New Delhi							
a(i)	24 Port Layer 3 switches	01					



S.N.	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	Taxes	Total	
		A	B		C	D=B+C	E=AXD
a(ii)	SFP LC SX for Layer 3 switches.	02					
a(iii)	SFP RJ45 for Layer 3 switches.	22					
b.	24 port Layer 2 switches.	02					
c.	48 port Layer 2 switches.	03					
d.	1XGig SFP RJ45 for L2 switches.	04					
e.	1XGig SFP LC SX for L2 switch.	01					
f.	Total AMC charges for New Delhi						
3	Mumbai						
a.	24 port Layer 2 switch.	11					
b.	48 port Layer 2 switch.	11					
c.	1XGig SFP RJ45 for L2 switches	22					
d.	1XGig SFP LC SX for L2 switches	22					
f.	Total AMC charges for Mumbai						
C.	Total Sixth Year AMC Charges for Category 'B' Locations						
D.	Total Sixth Year AMC Charges for Category 'A' and Category 'B'						

C. TABLE 3 : Buyback Cost

S.N.	Description	Qty.	Unit Cost		Total Cost
			Figures	Words	
		A	B		C=AXB
1	Buyback cost of 8 Port L3 Switch	01			
2	Buyback cost of 12 Port L2 Switch	03			
3	Buyback cost of 16 /24 Port L2 Switch	66			
4	Buyback cost of 48 Port L2 Switch	11			
5	Total Cost – Table 3				

D. Table 4 : Total Cost of Ownership

S.N.	Description	Amount (Rs)
1	Total cost of New Switches as per Table -1	
2	Total Cost of AMC for 4 th Year as per Table -2 (i)	
3	Total Cost of AMC for 5 th Year as per Table -2(ii)	
4	Total Cost of AMC for 6 th Year as per Table -2 (iii)	
6	Total Cost of New Hardware (S.N.1 to S.N.4)	
7	Total Buyback Cost as per Table -3	
8	Total Cost of Ownership (S.N.6 – S.N. 7)	

E. Breakup of quoted Taxes for each Table to be given separately. Separate Sheet may be attached.

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...



Bidders are requested to note the following:

1. Conditional commercial bids would be rejected.
2. All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
3. Masked commercial bids must be given with technical bid.
4. All the rates must be quoted in INR. The cost should be inclusive of all taxes.
5. Octroi amount, if any, shall be reimbursed separately on the production of original receipt in the name of SIDBI.
6. Order for additional SFP (RJ45 or LC SX) if required would be placed at the rate quoted for new item and thereafter AMC will be entered in respective years as per AMC rate quoted above.
7. TCO would be **Table-4, S.N.8.**
8. TCH would be **Table-4, S.N.6.**

12.5. Annexure –V - Manufacturer Authorisation Format

(To be submitted on OEM's letter head)

Ref:

Date:

To
The General Manager [Systems]
Small Industries Development Bank of India
MSME Development Center, 3rd Floor
Information Technology Vertical
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Dear Sir,

**Manufacturer Authorisation for
RfP No. 400/2016/1136/BYO/ITV dated 19.01.2016**

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

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

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

<OEM Name>

<Authorised Signatory>

Name: _____

Designation: _____

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

12.6. Annexure –VI - Undertaking of Authenticity

[to be signed by authority not lower than the Company Secretary of the Bidder]

Ref:

Date:

To

The General Manager [Systems]
Small Industries Development Bank of India
MSME Development Center, 3rd Floor
Information Technology Vertical
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Dear Sir,

Undertaking of Authenticity

With reference to the network switches quoted to you vide our quotation No.: _____ dated _____ in response to your **tender no. 400/2016/1136/BYO/ITV dated January 19, 2016**, we hereby undertake that all the components / parts / assembly / software used in network switches/other hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate and also that it shall be sourced from the authorised source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

We (**Vendor name**) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service centre / reseller / SI etc.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

12.7. Annexure –VII - Power of Attorney

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

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

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal **No. 400/2016/1136/BYO/ITV dated January 19, 2016** for purchase of network switches and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH 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

12.8. Annexure –VIII -Non Blacklisting

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

Place: _____

Date: _____

To
The General Manager [Systems]
Small Industries Development Bank of India
MSME Development Center, 3rd Floor
Information Technology Vertical
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Dear Sir,

We _____ (bidder name), hereby undertake that:

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

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

12.9. Annexure –IX - EMD / Bid Security Form

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

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

WHEREAS (Name of Vendor) (hereinafter called the “the Vendor”) has undertaken, in pursuance of Request for Proposal (RFP) No. 400/2016/1136/BYO/ITV Dated January 19, 2016 to supply Network Switches for various locations/offices (Herein after called the “the RFP”) to you.

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

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

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

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

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

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

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



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

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

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

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

.....

Date.....

Address

.....

.....

12.10. Annexure –X -Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Procurement of network switches**” as per scope defined in the **Request for Proposal (RfP) No.400/2016/1136/BYO/ITV** dated January 19, 2016 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.

Yours sincerely,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

12.11. Annexure –XI –Pre Contract Integrity Pact

(To be submitted by bidders on letter head. Shortlisted bidders to submit on non-judicial stamp paper of Rs.100/-.)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of ----, 2015 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

2 Commitments of the BUYER

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

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

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

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

relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.103 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.1,50,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

(i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 **Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of

any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors

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

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER

and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____



12.12. Annexure –XII -Details of Bidders Support Locations

S.N.	Bank Location	Bidder Support Arrangement Location	OWN / Franchise / Partner	Address and Contact Details of Support Arrangement **	
				Address	Contact Person Name, Phone No. and Email Id
1	AHMEDABAD				
2	BANGALORE				
3	CHENNAI				
4	CHANDIGARH				
5	COIMBATORE				
6	FARIDABAD				
7	GUWAHATI				
8	HYDERABAD				
9	INDORE				
10	JAIPUR				
11	KOLKATA				
12	LUCKNOW				
13	MUMBAI				
14	NEW DELHI				
15	PUNE				
16	AMBATTUR				
17	ANDHERI				
18	AURANGABAD				
19	BARODA				
20	BHOPAL				
21	BHUBANESHWAR				
22	DEHRADUN				
23	GANDHIDHAM				



S.N.	Bank Location	Bidder Support Arrangement Location	OWN / Franchise / Partner	Address and Contact Details of Support Arrangement **	
				Address	Contact Person Name, Phone No. and Email Id
24	GAZIABAD				
25	GURGAON				
26	HOSUR				
27	JAMMU				
28	JAMSHEDPUR				
29	JODHPUR				
30	KANPUR				
31	KOCHI				
32	LUDHIANA				
33	MORBI				
34	NAGPUR				
35	NOIDA				
36	PANAJI				
37	PATNA				
38	PUDUCHERY				
39	RAJKOT				
40	RANCHI				
41	ROURKELA				
42	TIRUPUR				
43	VARANASI				
44	AGARTALA				
45	AIZWAL				
46	DIMAPUR				
47	GANGTOK				
48	IMPHAL				



S.N.	Bank Location	Bidder Support Arrangement Location	OWN / Franchise / Partner	Address and Contact Details of Support Arrangement **	
				Address	Contact Person Name, Phone No. and Email Id
49	ITANAGAR				
50	SHILLONG				

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

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Note:

1. In case of Franchise and Partner, address and contact details of franchise/partner are mandatory.
2. In the absence of information as per above format, the response will be considered as no support.

12.13. Annexure - XIII-Location wise Requirement Details

S. N.	Location	Layer 2 Switches				Layer 3 Switches			
		8 Port	24 Port	48 Port	SFP RJ45	SFP LC SX	24 Port	SFP RJ45	SFP LC SX
A.	Category 'A'								
1	Aizwal	1							
2	Dimapur	1							
3	Gangtok	1							
4	Imphal	1							
5	Itanagar	1							
6	Shillong	1							
7	Agartala	1							
8	Ambattur		1						
9	Andheri		1						
10	Aurangabad		1						
11	Baroda		1						
12	Bhopal		1						
13	Bhubaneshwar		1						
14	Dehradun		1						
15	Gandhidham		1						
16	Gaziabad		1						
17	Gurgaon		1						
18	Guwahati		1						
19	Hosur		1						
20	Jammu		1						
21	Jamshedpur		1						
22	Jodhpur		1						
23	Kanpur		1						
24	Kochi		2						
25	Ludhiana		1						
26	Morbi		1						
27	Nagpur		1						
28	Noida		1						
29	Panji		1						
30	Patna		1						
31	Puduchery		1						
32	Rajkot		1						
33	Ranchi		1						
34	Rourkela		1						
35	Tirupur		1						
36	Varanasi		1						
37	Ahmadabad		2		2				
38	Bangalore		2		2				

S. N.	Location	Layer 2 Switches					Layer 3 Switches		
		8 Port	24 Port	48 Port	SFP RJ45	SFP LC SX	24 Port	SFP RJ45	SFP LC SX
39	Chandigarh		2		2				
40	Chennai		1	3	6				
41	Coimbatore		2		2				
42	Faridabad		2		2				
43	Hyderabad		2		2				
44	Indore		2			2			
45	Jaipur		2		2				
46	Kolkata		2		2				
47	Pune		2		2				
Total Category A		7	51	3	24	2			
B. Category B									
1	Mumbai		11	11	22	22			
2	New Delhi		2	3	4	1	1	22	2
3	Lucknow		4	6	10	10	2	36	12
Total Category B			17	20	36	33	3	58	14
C. Total									
Total		7	68	23	60	35	3	58	14

12.14. Annexure - XIV-Location wise Buyback details

S.N.	Location	Switch Details		Qty.
		Make/ Model	Ports	
1	AHMEDABAD	D-Link 3526	24	1
2	AMBATTUR	D-Link 3226	24	1
3	ANDHERI	D-Link 3526	24	1
4	AURANGABAD	Cisco 2950	24	1
		D-Link 3526	24	1
5	BANGALORE	D-Link 1016	16	2
6	BARODA	D-Link 3526	24	1
7	BHOPAL	D-Link 3526	24	1
8	BHUBANESHWAR	D-Link 3526	24	1
9	CHANDIGARH	D-Link 1024	24	2
10	CHENNAI	Cisco SF90	24	1
		Cisco 2950	24	1
		D-Link 3526	24	2
		D-Link 1024A	24	1
		D-Link 1016A	16	1
11	COIMBATORE	D-Link 3526	24	1
12	DEHRADUN	Cisco 2950	24	1
13	FARIDABAD	Mustang 4000	24	1
14	GANDHIDHAM	D-Link 3226	24	1
15	GURGAON	Dlink 3226	24	1
16	GUWAHATI	D-Link 3526	24	1
17	HYDERABAD	D-Link 3526	24	1
18	INDORE	Intellinet	24	1
19	JAIPUR	D-Link 3526	24	1
20	JAMMU	D-Link 3526	24	1
21	KANPUR	D-Link 3526	24	1
22	KOCHI	D-Link 3526	24	2
		D-Link 1024	24	
23	KOLKATA	Cisco 2950	24	1
24	LUCKNOW	Cisco 2984	48	1
		Cisco 2950	24	3
		Cisco 2950	48	3
		Cisco 3550	8	1
		Intel 3301	24	1
25	LUDHIANA	D-Link 3526	24	1
26	MUMBAI Office	Cisco 2950 .	48	7
		Cisco 2950 .	12	2
		D-Link 1024	24	1
		Cisco 2950	24	4
		Cisco 2924	24	1
		Cisco 2960	24	6
27	NAGPUR	D-Link 3526	24	1
28	NEW DELHI	D-Link 3526 .	24	3
		D-link 3226	24	1
		HCL 24T	24	1

29	NOIDA	D-Link 3226	24	1
30	PANAJI	D-Link 3526	24	1
31	PATNA	D-Link 3526	24	1
32	PUDUCHERY	SuperStack	12	1
33	PUNE	D-Link 1016	16	2
		D-Link 3226	24	1
34	RAJKOT	D-Link 3226	24	1
35	RANCHI	Cisco 2950	24	1
36	ROURKELA	D-Link 1024	24	1
37	TIRUPUR	D-Link 3526	24	1
38	VARANASI	D-Link 1024	24	1
39	MUMBAI BO	D-Link 3226	24	1
Total				81

Note:

1. Buyback items are given under as is where is basis.
2. Shortlisted bidder has to collect the buyback items from the locations.

12.15. Annexure - XV-Escalation Matrix

Name of Company : _____

A. Delivery Related Issues

S. N.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email Id
1		First level Contact				
2		Second level Contact. (If response not recd in 24 Hours)				
3		Regional / Zonal Head. (If response not recd in 48 Hours)				
4		Country Head (If response not recd in One week)				

B. Service related Issues

S. N.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email Id
		First level Contact				
		Second level Contact. (If response not recd in 4 Hours)				
		Regional / Zonal Head. (If response not recd in 28 Hours)				
		Country Head (If response not recd in 48 Hours)				

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

12.16. Annexure –XVI -Statement of Deviations

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

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

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

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

**12.17. Annexure –XVII : DMEP Form-1 - Affidavit of Self Certificate
regarding Domestic Value Addition in an Electronic Product**

[To be provided by Domestic Manufacturer on Rs.100/- Non Judicial Stamp Paper]

Date: _____

I, _____ S/o, D/o, W/o _____, Adult Indian Inhabitant Residing
at _____ do hereby solemnly affirm and declare as under:

1. That I/we will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No.8(78)/2010-IPHW dated.10.02.2012.
2. That the information furnished hereinafter is correct to the best of my knowledge and belief and I/we undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition.
3. That the domestic value-addition for all inputs which constitute the said electronic product has been verified by me and I/we am/are responsible for the correctness of the claims made therein.
4. That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I/we will be disqualified from any Government tender for a period of 36 months. In addition, I/we will bear the cost of such an assessment.
5. That I/we have complied with all the conditions referred to, in the Notification No.8 (78)/2010-IPHW dated.10/02/2012 wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I/we undertake to pay the balance, if any, forthwith.
6. I/we agree to maintain the following information in the Company's record for a period of 08 years and shall make this available for verification to any statutory authorities.
 - i. Name & details of the Domestic Manufacturer (Registered office, Manufacturing Unit Location, nature of legal entity).
 - ii. Date on which this certificate is issued.
 - iii. Electronic Product for which the certificate is produced.
 - iv. Procuring agency to whom the certificate is furnished.
 - v. Percentage of domestic value addition claimed.
 - vi. Name and contact details of the unit of the manufacturer.
 - vii. Sale price of the product.
 - viii. Ex-factory price of the product.
 - ix. Freight, Insurance and handling
 - x. Total Bill of Material

- xi. List and cost value of inputs used for manufacture of the electronic product.
- xii. List and total cost of inputs which are domestically sourced. I/we am/are attaching certificates from suppliers, as the input is not in-house.
- xiii. List and total cost of inputs which are imported, directly or indirectly.

For and on behalf of _____ (Name of firm/entity/enterprise)

Authorized signatory (To be duly authorized by the Board of Directors/Managing Council/Governing Body)

<Insert Name, Designation and Contact No.>

12.18. Annexure – XVIII -Domestic Value Addition

[Format for Domestic Value Addition in terms of Guidelines issued for procurement of notified electronic products by Government]

Domestic Manufacturers are required to indicate the domestic value addition in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid in the following format:

Item No.	Item Description	Manufacturer / Supplier	Country of Origin	Value	Domestic Value Addition in Percentage

For and on behalf of _____ (Name of firm/entity/Enterprise)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

12.19. Annexure –XIX –Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____

2. Vendor Code (if applicable): _____

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

City _____ Pin Code _____ E-mail id: _____

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

Permanent Account Number _____

MSE Registration / CA Certificate (if applicable): _____

3. Particulars of Bank account:

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

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

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

Place : _____

Date : _____

Signature of:
the party / Authorized Signatory

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

Bank's stamp :

Date :

[Signature of Authorized Official from the Bank]

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

1, 2: Note on IFSC / MICR

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

12.20. Annexure – XX -Address of Locations

S.N.	Location	Address
1	Aizwal	Small Industries Development Bank Of India, "MARDIN" Tuikhuatlang, Aizawl , Mizoram, INDIA, 796001 Tel No : 0389-2323424
2	Dimapur	Small Industries Development Bank Of India, IDC House, Kohima Road, Post Box No.45, Dimapur , Nagaland, INDIA, 797112 Tel No : 03862-225641
3	Gangtok	Small Industries Development Bank Of India, Lamtha Building,, Deorali School Road, Deorali, Gangtok , Sikkim, INDIA, 737102 Tel No : 03592-281443,
4	Imphal	Small Industries Development Bank Of India, Imphal Urban Co-operative Bank Building, M.G. Avenue, Imphal , Manipur, INDIA, 795001 Tel No : 0385-2446614,
5	Itanagar	Small Industries Development Bank Of India, 1st Floor, Injo's Complex, 12 T T Marg (VIP Road), Bank Tinali, Itanagar , Arunachal Pradesh, INDIA, 791111 Tel No : 0360-2214749
6	Shillong	Small Industries Development Bank Of India, Montfort Building, 1st Floor,Dhankheti, Malki, Shillong , Meghalaya, INDIA, 793001 Tel No : 0364-2222639
7	Agartala	Small Industries Development Bank Of India, Bijoy Kumar Chowmuhani, Harish Thakur Road,, Krishna Nagar,, Agartala , Tripura, INDIA, 799001 Tel No : 0381-2311632
8	Ambattur	Small Industries Development Bank Of India, 207, AIEMA Tower, 2nd Floor, 1st Main Road, Ambattur Industrial Estate,Chennai., Ambattur , Tamil Nadu, INDIA, 600058, Tel No : 044-26241055
9	Andheri	Small Industries Development Bank Of India, Samrudhi Venture Park, Upper Ground Floor, MIDC Road, MIDC Industrial Area, Marol, Andheri(E) , Mumbai, Maharashtra, INDIA, 400093 Tel No : 022-28305458
10	Aurangabad	Small Industries Development Bank Of India, Jeevan Suman, LIC Building, Ist Floor,, N-5, Town Centre, Near CIDCO Office, Aurangabad , Maharashtra, INDIA, 431003, Tel No : 2472494
11	Baroda	Small Industries Development Bank Of India, Landmark Bldg, First Floor,Race Course Circle, Post Box No.3711, Baroda , Gujarat, INDIA, 390007 Tel No : 0265-2338679
12	Bhopal	Small Industries Development Bank Of India, First Floor, 20 A/R,, M.P.Nagar, Zone-II, Bhopal , Madhya Pradesh, INDIA, 462011 Tel No : 0755-4228700,

S.N.	Location	Address
13	Bhubaneshwar	Small Industries Development Bank Of India, OCHC Building, 4th Floor, Near Ram Mandir, Janpath, , Bhubaneswar , Orissa, INDIA, 751001 Tel No : 0674-2394854, 0674-2395278
14	Dehradun	Small Industries Development Bank Of India, International Trade Centre, 2nd Floor, 59/4, Rajpur Road, Dehradun , Uttaranchal, INDIA, 248001 Tel No : 0135-2743119
15	Gandhidham	Small Industries Development Bank Of India, First Floor, Plot No. 345., Ward 12-B, Gandhidham , Gujarat, INDIA, 370201 Tel No : 02836-228715-17,
16	Ghaziabad	Small Industries Development Bank Of India, S G Plaza, 1st Floor, C-53, Rajnagar District Centre (RDC), Rajnagar, Ghaziabad , Uttar Pradesh, INDIA, 201002 Tel No : 0120-2820801
17	Gurgaon	Small Industries Development Bank Of India, Ground Floor, Udyog Minar, Vanijya Nikunj, Udyog Vihar, Phase V, Gurgaon , Haryana, INDIA, 122001 Tel No : 0124-2349486,
18	Guwahati	Small Industries Development Bank Of India, IDBI Bldg. 2nd Floor, Opp. Sentinel, G.S. Road, Kamrup, Guwahati , Assam, INDIA, 781005, Tel No : 0361-2457102,
19	Hosur	Small Industries Development Bank Of India, 643/1D, RKG Manor, First Floor,, OPP. Traffic Police Station, NH-7, Bangalore Road,, Hosur, Tamil Nadu, INDIA, 635109 Tel No : 04344294560
20	Jammu	Small Industries Development Bank Of India, Guptas Tower, CB-13, First Floor, Bahu Plaza,, Rail Head Complex, Jammu , Jammu Kashmir, INDIA, 180012 Tel No : 0191-2474306
21	Jamshedpur	Small Industries Development Bank Of India, SIDBI, First Floor, Shantiniketan Building,, Main Road, Bistupur, Jamshedpur , Jharkhand, INDIA, 831001 Tel No : 0657-2425164
22	Jodhpur	Small Industries Development Bank Of India, E-4, Ground Floor, Suvidha Complex, Shastri Nagar, Jodhpur , Rajasthan, INDIA, 342003 Tel No : 0291-5104994
23	Kanpur	Small Industries Development Bank Of India, First Floor, Krishna Tower, 15/63, Civil Lines, Kanpur , Uttar Pradesh, INDIA, 208001 Tel No : 0512-2303069,
24	Kochi	Small Industries Development Bank Of India, Finance Tower, 2 nd floor, Kaloor, Kochi , Kerala, INDIA, 682017, Tel No : 0484-2401378-79
25	Ludhiana	Small Industries Development Bank Of India, SCO 16 & 17, First Floor, Feroze Gandhi Market, Ludhiana , Punjab, INDIA, 141001 Tel No : 0161-5099364,
26	Morbi	Small Industries Development Bank Of India, 1st Floor, Krupanidhi Complex, Opp. Sardar Baug, Sanala Road, Morbi , Gujarat, INDIA, 363641
400/2016/1136/BYO/ITV		Issued on: January 19, 2016
		Page : 117 of 123

S.N.	Location	Address
		Tel No : 02822-221553
27	Nagpur	Small Industries Development Bank Of India, Ground Floor, National Insurance Building,, S.V.Patel Marg, Kingsway, Nagpur , Maharashtra, INDIA, 440001 Tel No : 0712-2553201
28	Noida	Small Industries Development Bank Of India, 5th Floor, Zygon Square, Plot No. 1, Block H-1A, Sector 63, Noida , Uttar Pradesh, INDIA, 201307, Tel No : 0120-2545789,92,
29	Panaji	Small Industries Development Bank Of India, NEW HORIZON BUILDING, 1st FLOOR, ST. MARY'S COLONY, DR. DAYANAND BANDODKAR MARG, MIRAMAR,, Panaji , Goa, INDIA, 403001 Tel No : 0832-2461900
30	Patna	Small Industries Development Bank Of India, SIDBI, Hotel Minar Building, Part II, 2nd Floor,, Exhibition Road, Patna , Bihar, INDIA, 800001 Tel No : 0612-2500053
31	Puduchery	Small Industries Development Bank Of India, 99, First Floor, Ambalathadayar Madam Street, Post Bag No.113, Puducherry , INDIA, 605001 Tel No : 0413-2339040,
32	Rajkot	Small Industries Development Bank Of India, 1st Floor, Nirmal, 7, Ramkrishnanagar Corner,, off. Dr. Yagnik Road, opp. Municipal Comm. Bunglow, Rajkot , Gujarat, INDIA, 360001 Tel No : 0281-2467490,
33	Ranchi	Small Industries Development Bank Of India, 20, Chaibasa Main Road, Nr Rajendra Chowk, Doranda, Ranchi , Jharkhand, INDIA, 834002 Tel No : 065102482761
34	Rourkela	Small Industries Development Bank Of India, Hotel Nidhi Complex,, Power House Road, Rourkela , Orissa, INDIA, 769001 Tel No : 0661-6507553
35	Tirupur	Small Industries Development Bank Of India, Blk 1&2, 1st Flr, Palladam Road, Tirupur Regulated Market Complex,, Tirupur , Tamil Nadu, INDIA, 641604 Tel No : 0421-2215696/7
36	Varanasi	Small Industries Development Bank Of India, 3rd Floor, Anant Complex, D-64/132K, Siga, Varanasi , Uttar Pradesh, INDIA, 221010 Tel No : 0542-2223465,
37	Ahmedabad	Small Industries Development Bank Of India, Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B.No. 10, Navjivan P.O., Ahmedabad , Gujarat, INDIA, 380015 Tel No : 079-27549900,
38	Bangalore	Small Industries Development Bank Of India, V Floor, East Wing, Khanija Bhavan, 49, Race Course Road, Bangalore , Karnataka, INDIA, 560001 Tel No : 080 67171501
39	Chandigarh	Small Industries Development Bank Of India, SCO 145-146, 1st & 2nd Floor, Sector 17 C, Chandigarh ,

S.N.	Location	Address
		Chandigarh, INDIA, 160017 Tel No : 0172-5000652,
40	Chennai	Small Industries Development Bank Of India, Overseas Towers, 756-L, Anna Salai, Chennai , Tamil Nadu, INDIA, 600002 Tel No : 044-28413716
41	Coimbatore	Small Industries Development Bank Of India, Mayflower E-Castle, No.72, , Dr.Balasundaram Road, Coimbatore , Tamil Nadu, INDIA, 641018 Tel No : 0422-2245638,
42	Faridabad	Small Industries Development Bank Of India, N.H. 5R/2, Neelam Badshah Khan Road, NIT, Faridabad , Haryana, INDIA, 121001 Tel No : 0129-2410672,
43	Hyderabad	Small Industries Development Bank Of India, 101,Hermitage Complex, 1st Floor, Saifabad, Hyderabad , Telangana, INDIA, 500004 Tel No : 23231344
44	Indore	Small Industries Development Bank Of India, 5th Floor, Commerce House,7, Race Course Road, New Palasia,, Indore , Madhya Pradesh, INDIA, 452001 Tel No : 0731-2541190,
45	Jaipur	Small Industries Development Bank Of India, First Floor, Jeevan Nidhi Building II, LIC Complex, Bhawani Singh Road, Ambedkar Circle, Jaipur , Rajasthan, INDIA, 302005 Tel No : 0141-5119422
46	Kolkata	Small Industries Development Bank Of India, Constantia Building, A Wing, VIII Floor,, 11, Dr. U.N. Brahmachari Street, Kolkata , West Bengal, INDIA, 700017 Tel No : 033-22904165
47	Pune	Small Industries Development Bank Of India, 'Jeevan Shree' Building, Ground Floor,S.No.1109, , Plot No.488,Pune University Road, ShivajiNagar, Pune , Maharashtra, INDIA, 411016 Tel No : 020-2567526
48	Mumbai (Including BO)	Small Industries Development Bank Of India, SME Development Centre, Plot No. C-11, 'G' Block,, Bandra Kurla Complex, Bandra (East), Mumbai , Maharashtra, INDIA, 400051 Tel No : 022-67531100
49	New Delhi	Small Industries Development Bank Of India, 12th Floor, Videocon Tower, Jhandewalan Ext.,, E-1, Rani Jhansi Road, New Delhi , INDIA, 110055 Tel No : 011 23593470-71
50	Lucknow	Small Industries Development Bank Of India, SIDBI Tower,15, Ashok Marg, Lucknow , Uttar Pradesh, INDIA, 226001 Tel No : 0522-2288546-50

12.21. Annexure –XXI- Performance Guarantee Format

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

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

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

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

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

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

5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and

Details) within 3 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

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

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

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

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

In witness where of we have set and subscribed our hand and seal thisday of2015 .

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF

WITNESS

:

1)

Name

Signature.....

Designation.....

2)

Name.....

Signature.....

Designation.....

12.22. Annexure –XXII – Installation Certificate

(to be submitted by vendor after installation)

Location : _____

1	Make	
2	Model No.	
3	Equipment Serial Number	
4	Rack Mounting Done (Yes / No) (in case of no rack at location, the same to be indicated)	
5	Sticker Affixed (Yes / No)	
6	Installation Date	-----/-----/2016
7	UPS Power Available for Switch (Yes/No)	
8	Management IP Configured	
9	SNMP String Configured	

Signature of Vendor Engineer

Name: _____

Date : _____

Company Name: _____

Signature of SIDBI official at the Location

Name: _____

Designation: _____

Date: _____

Seal of Office:

Note: All the details to be filled by the vendor and submitted to SIDBI official at the location.

END OF RFP