



**भारतीय लघु उद्योग विकास बैंक**  
**Small Industries Development Bank of India**

**नेटवर्क स्वीचेस की खरीद हेतु - प्रस्ताव का आमंत्रण**

**Request for Proposal for -  
Procurement of Network switches**

टेंडर सं. / Tender No.	500/2020/1552/CBO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	February 24, 2020

भारतीय लघु उद्योग विकास बैंक  
इन्फॉर्मेशन टेक्नालजी वर्टिकल, ओवेरसीस टोवेर्स,  
दूसरी तल, 756 एल, अन्ना सलाइ,  
चेन्नई – 600 002

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Towers, 2<sup>nd</sup> Floor, 756-L, Anna Salai,  
Chennai – 600002, Tamil Nadu

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## 1. Critical Information/ महत्वपूर्ण सूचना

S.N. क्र.सं.	Description / विवरण	Details	
1	Tender No. & issue Date / टेंडर सं. और टेंडर जारी करने की तिथि	<b>500/2020/1552/CBO/ITV Dated 24.02.2020</b>	
2	Brief description of tender / निविदा का संक्षिप्त विवरण	Procurement of Network Switches / नेटवर्क की खरीद	
3	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	March 02, 2020 / मार्च 02, 2020	03:00pm
4	Pre-Bid meeting / पूर्व-बोली बैठक	March 03, 2020 / मार्च 03, 2020	11:00am
	No clarifications would be given after pre-bid meeting / पूर्व बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा		
5	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	March 17, 2020 / मार्च 17, 2020	03:30pm
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	March 17, 2020 / मार्च 17, 2020	04:00pm
7	Earnest Money Deposit / बयाना जमा राशि /	Rs.1,50,000/- (Rupees one lakh fifty thousand Only / र. एक लाख पचास हजार मात्र)	
8	Tender Cost (Non-Refundable) / टेंडर मूल्य (नॉन रिफंडेबल)	Rs.1,180/- (inclusive of GST) / रु.1,180/- (जीएसटी समेत)	
9	Bid Validity from the last date of bid submission / बोली के वैद्यता, बोली जमा करने की अंतिम तिथि से।	<b>90 days from date of bid submission/ बोली जमा करनेकी अंततम ततथि से 90 ददन तक  </b>	
10	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date / बाद में सूचित किया जायेगा	
11	<b>Address for Pre-bid meeting, Bid Submission and bid opening / पूर्व-बोली बैठक करने का, बोली जमा करने का और बोलियां खोलने पता</b>		
	<b>General Manager (Systems)</b> Small Industries Development Bank of India, IT Vertical, Overseas Towers, 2 <sup>nd</sup> Floor, 756-L, Anna Salai, <b>Chennai – 600002</b> , Tamil Nadu Phone: (044) 66636005	महाप्रबन्धक (ससस्टम्स), भारतीय लघु उद्योग विकास बैंक, आइ टी वेटिकल, ओवरसीस टोवर्स, दूसरी तल, इन्फॉर्मेशन टेक्नालजी वटिकल, 756 एल, अन्ना सलाइ, चेन्नई – 600 002 दूरभाष: 044-66636005	
12	<b>Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण</b>		
(i)	C R Prasad, AGM (Systems) (044) 66636045, crprasad@sidbi.in	सी आर प्रसाद, स म प्र (सिस्टम्स) (044) 66636045, crprasad@sidbi.in	
(ii)	Ashish Topdar, DGM (Systems) (044) 66636023, atopdar@sidbi.in	आशीष टोपदार, उ.म.प्र (सिस्टम्स) (044) 66636023, atopdar@sidbi.in	
(iii)	P K Vijayvargia, GM (ITV) 0522-4261657, pkvijay@sidbi.in	प्रमोद कुमार विजयवर्गीय, म.प्र (आईटीवी) 0522-4261657, pkvijay@sidbi.in	

## 2. Abbreviations

RFP	Request for Proposal
EMD	Earnest Money Deposit
TCO	Total Cost of Ownership
PBG	Performance Bank Guarantee
BG	Bank Guarantee
IPv6	Internet Protocol Version 6
IPv4	Internet Protocol Version 4
SFP	Small Form-factor Pluggable
OEM	Original Equipment Manufacturer
L3	Layer 3 Switch
L2	Layer 2 Switch
GST	Goods and Service Tax
NEFT	National Electronic Fund Transfer
LAN	Local Area Network
MAF	Manufacturer Authorisation Form
MTBF	Mean Time Between Failures
PPP-MSE	Public Procurement Policy for Micro and Small Enterprises
PP-LC	Public Preference Linked with Local Content (Make in India)
LC	Local Content
VLAN	Virtual Local Area Network

### 3. Introduction and Disclaimers

#### 3.1. About SIDBI

- 3.1.1. Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities.
- 3.1.2. For detailed information about the bank, visit the banks website [sidbi.in](http://sidbi.in)

#### 3.2. Purpose of RfP

- 3.2.1. The purpose behind issuing this RfP is to invite pre-qualification/Minimum Eligibility, technical and commercial bids from the eligible bidders for supply, installation, integration and maintenance of Network switches for various locations.
- 3.2.2. The contract duration would be **seven years** i.e., five years warranty and two years AMC.
- 3.2.3. Bidder should quote all the switches from the **SAME OEM**. Mix and match of OEMs are NOT allowed.
- 3.2.4. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.
- 3.2.5. Details of the equipment under procurement, Scope of Work, terms and conditions etc., are given in the subsequent sections of this tender document.

#### 3.3. 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.

#### 3.4. 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.

#### 3.5. 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.

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### **3.6. No Legal Relationship**

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

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### **3.7. Recipient Obligation to Inform Itself**

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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.

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### **3.8. Evaluation of Offers**

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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.

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### **3.9. Acceptance of Selection Process and Terms**

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- 3.9.1. The selection process consists of three phases viz., 1) Minimum Eligibility 2) Technical and 3) Commercial Evaluation.
- 3.9.2. 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.
- 3.9.3. A Recipient will, by responding to the bank for RfP, be deemed to have accepted the terms of this RfP. The bidder represents that all software and hardware to be supplied in response to this RfP shall meet the requirement of the solution proposed by the bidder.

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### **3.10. Errors and Omissions**

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

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### **3.11. Notification**

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

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### **3.12. Proposal Ownership**

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Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

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## 4. Scope of Work

The below is the broad scope of work. The bidders are required to go through the complete RfP document thoroughly. The obligations / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

### 4.1. Requirement

The requirement of network switches for various locations are divided into two categories which area as under:

S.N.	Category	Location	Qty.	Details
1	A	DR Site, Chennai	02	<ul style="list-style-type: none"> <li>The switch should be L3 and have 48 X 1/10G Copper ports, 8X10G fiber ports and 2X40G QSFP+ ports for stacking.</li> </ul>
2	B	Chennai Office (switches should be stackable and stackable cable to be provided by bidder)	01	<ul style="list-style-type: none"> <li>The switch should be L3 and have 24 port 1Gig interfaces.</li> <li>Populated from day one with 24X1G RJ45 ports and 2X10G ports for stacking.</li> <li>The switch should support 1Gig copper and fiber transceiver and should be upgradable by replacement of transceiver.</li> </ul>
			01	<ul style="list-style-type: none"> <li>The switch should be L3 and have 24 port 1Gig interfaces.</li> <li>Populated from day one with 20X1G RJ45 ports 4X1G SX SFP ports and 2X10G ports for stacking.</li> <li>The switch should support 1 Gig copper and fiber transceiver and should be upgradable by replacement of transceiver.</li> </ul>
3	B	Mumbai Office (switches should be stackable and stackable cable to provided by the bidder)	01	<ul style="list-style-type: none"> <li>The switch should be L3 and have 24 port 1Gig interfaces.</li> <li>Populated from day one with 24X1G RJ45 ports and 2X10G ports for stacking.</li> <li>The switch should support 1Gig copper and fiber transceiver and should be upgradable by replacement of transceiver.</li> </ul>
			01	<ul style="list-style-type: none"> <li>The switch should be L3 and have 24 port 1Gig.</li> <li>Populated from day one with 14X1G RJ45 ports 10X1G SX SFP ports and 2X10G ports for stacking.</li> <li>The switch should support copper and fiber transceiver and should be upgradable by replacement of transceiver.</li> </ul>

### 4.2. Technical Information

- 4.2.1. The Bidder should strictly quote for the Brand / Model complying with technical specifications given in Technical Bid ([Annexure – III](#)).

- 4.2.2. The bidder should supply the switches with all necessary accessories as per the specifications, features and functionalities mentioned in this RfP at respective locations.
- 4.2.3. The switches should be supplied with console cable, **power cable (C13-C14) and rack mount kit for 19-inch racks.**
- 4.2.4. The technical documentation (hard or soft form) 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.
- 4.2.5. 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 7 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.
- 4.2.6. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
- 4.2.7. Bidder shall ensure that all supplies (hardware, software etc.) must not be 'End of Life (EoL)' and 'End-of-Software/Hardware Support (EoSS)' for the entire duration of the contract.
- 4.2.8. In case the OEM has not declared the EoL/EoSS dates for the equipment proposed by the bidder, the bidder has to submit along with the bids a letter of undertaking from the **OEM on OEM's Letterhead** confirming:
1. OEM has not declared the EoL/EoSS dates for the equipment under reference as on the date of issue of the letter (which shall be on or after the floating date of the RFP), and
  2. The equipment shall not be EoL/EoSS for the entire duration of the contract. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of equipment with equivalent or higher specifications (working in Bank's environment) which will not reach EoL/EoSS for the remaining duration of the contract at no extra cost to the Bank. This replacement must be completed 6 months prior to the date of EoL/EoSS of the current Switch model.
- 4.2.9. 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.

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#### 4.3. Site Readiness

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The bidder should carry out site-survey at respective locations, prior to installation of the switches for site readiness i.e., rack space, power, cabling etc. Any deviations in requirements for installation, to be intimated to the bank.

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#### 4.4. Installation, Configuration and Commissioning

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- 4.4.1. Bidder will be responsible for end-to-end implementation of the network switches including but not limited to covering aspects like – supplying at respective locations (as per technical specifications given in technical bid), installing configuration, acceptance testing, maintenance etc.

- 4.4.2. The bidder shall be fully responsible for installation and commissioning of the network switches including connecting network cables and other related activities such as unpacking, uncrating, inspection etc., for which the bank shall provide the required space. While installation the bidder shall check physical availability of items as per the packing list/invoices. The bidder shall have to arrange for all tools / equipment required for installation and maintenance. Any discrepancy observed between ordered and delivered items, the same has to be brought to the notice of the concerned bank officer.
- 4.4.3. The bidder shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.
- 4.4.4. The bidder should rack mount the hardware after removal of the existing hardware items, if any, from the racks. The removed hardware should be handed over to the bank's officials.
- 4.4.5. The bidder should carry out shifting of network cables from the existing switches to the new switches and connecting of cables from the Router/ Customer Premises Equipment (CPE), necessary configuration in coordination with the banks network team and testing end to end connectivity.
- 4.4.6. The bidder should carry out Configuration of VLANs, Management IP, SSH, SNMP and any other configuration as per requirement of the bank and as per the best practices of switch OEM, in coordination with the banks network team. **The details of number of VLANs, IPs etc., will be shared with shortlisted bidder.**
- 4.4.7. All Configuration changes to be made on the existing and proposed switches and security devices to implement the proposed switches is under the current scope of this RfP. However, configuration changes to be made on the existing switches should not affect the existing connectivity of the bank.
- 4.4.8. Any additional requirement regarding hardware, software, connectors, 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.
- 4.4.9. The installation/configuration should be carried out on holidays or after office hours as per the banks requirement with minimum downtime to avoid disruption in services.
- 4.4.10. 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.
- 4.4.11. In case of any damage to the property of the location where the equipment's are to be delivered/installed, during equipment delivery and installation attributable to the bidder, bidder has to replace the damaged property at its own cost.

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#### 4.5. Warranty and AMC

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- 4.5.1. The Warranty and AMC should be 24 X 7 X 365, onsite and comprehensive in nature with back to back support from the OEM.
- 4.5.2. Warranty and AMC for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 60 months from date of acceptance or 63 months from date of delivery at the site. AMC will be comprehensive onsite for a period of 2 years after the end of warranty.
- 4.5.3. The bidder shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the bidder, these guarantees are

- not attained in whole or in part the bidder shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests
- 4.5.4. 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 IOS/Firmware during the warranty period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.
- 4.5.5. The Warranty & AMC should cover all parts including updates, upgrades of software, maintenance and support for its proper operation, performance and output at no cost to Bank.
- 4.5.6. Any corruption in the software or media shall be rectified during the full period of the contract including warranty and AMC at no extra cost to the Bank.
- 4.5.7. Warranty / AMC 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.
- 4.5.8. 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 etc.
- 4.5.9. In case equipment is taken away for repairs, the bidder shall provide similar standby equipment so that the equipment's can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.
- 4.5.10. 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.
- 4.5.11. 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.
- 4.5.12. During the Warranty and AMC period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
- 4.5.13. The Bank shall promptly notify the Bidder in writing / e-mail of any claims arising under this warranty and AMC. 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.
- 4.5.14. The bidder shall make available the spare parts, components etc., for the equipment's for a minimum period of **seven** 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.
- 4.5.15. In case some equipment is declared by the bidder as beyond repairs during warranty & AMC, the bidder shall provide a replacement equipment of the same of higher configuration from the same OEM with prior approval of the bank.
- 4.5.16. The system spare parts/services as and when required, and complete maintenance of the Systems, including Operating System/Firmware, shall be

supported by the bidder and OEM for a period not less than 7 years (Warranty and AMC) from the date of acceptance of the System by the Bank.

#### **4.6. Support**

- 4.6.1. The bidder should provide comprehensive on-site 24 X 7 X 365 support free of cost, during the entire period of the contract i.e. Warranty & AMC.
- 4.6.2. The bidder should provide centralized compliant booking facility to the bank. The method of booking complaints shall be e-mail toll-free number, on-line portal, web etc.
- 4.6.3. The Bank will log call to the bidder central help desk only. The call logging from Bank side would be from central location. Any coordination required with OEM; it would be the responsibility of bidder engineer.
- 4.6.4. The bidder should provide escalation matrix for support, technical and project related issues.
- 4.6.5. The bank should also be able to raise Tag with the OEM and the tag support should be 24 X 7 X 365. Bidder has to provide credentials to access the OEM website for the same.
- 4.6.6. The bidder should deploy engineers who are totally familiar with the equipment and shall perform all repairs and maintenance service described herein.
- 4.6.7. The Bidders maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
- 4.6.8. During the term of the contract, the bidder/OEM will maintain the hardware equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  1. Free maintenance services during the period of warranty and AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
  2. The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment on 24 X 7 X 365 basis.
  3. In case, any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the bidder are required to accomplish their duties beyond the said schedules in case of any situation if it warrants.
  4. In cases where unserviceable parts of the equipment need replacement, the Bidder shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose, the Bidder shall keep sufficient stock of spares at at the premises of the Bidder in respective locations.
  5. All engineering changes generally adopted hereafter by the Bidder for equipment similar to that covered by this contract, shall be made to the supplied equipment at no cost to the Bank.
- 4.6.9. The bidder should carry out changes in configuration based on the banks statutory or operational requirements 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.



- 4.6.10. The bidder should implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by OEM free of cost. The bidder should bring to notice of the Bank all releases/ version changes.
- 4.6.11. The bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. The bidder must support older versions of the OS/firmware etc. in case the Bank chooses not to upgrade to latest version.
- 4.6.12. The bank 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, without any additional cost to the bank.
- 4.6.13. Any worn or defective parts withdrawn from the equipment and replaced by the Bidder shall become the property of the Bidder and the parts replacing the withdrawn parts shall become the property of Bank.
- 4.6.14. Any corruption in the software shall be rectified during the full period of the contract including Warranty and AMC at no extra cost to the Bank.
- 4.6.15. The bidder shall be agreeable for on-call/on-site support at the time of switching over from DC to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the entire contract period.
- 4.6.16. The bidder to note that, the Bank reserves the right to:
1. 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.
  2. Expand the capacity of the equipment during the contract period by enabling license/software and/or addition of module/card/transceiver etc. The upgradation may be carried out either from the Bidder, or another vendor, provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the Bidder cost of performing repair and maintenance service.
  3. The Warranty / AMC terms would not be considered as violated if any of above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with that components / software not acquired from them.

#### 4.7. Uptime

- 4.7.1. The bidder shall guarantee an uptime of **99.5%** for the equipment during Warranty and AMC period, which shall be calculated on monthly basis.
- 4.7.2. 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 access the services hosted in data center or DR site. "Restoration" is the condition when the selected bidder demonstrates that the services hosted in data center and DR site are accessible.
- 4.7.3. The Downtime calculated shall not include any:
1. Failure due to bank (Power, cabling fault, servers etc.)
  2. Preventive maintenance activity and
  3. Force Majeure.

4.7.4. The percentage uptime is calculated on monthly basis (24 hours a day).

4.7.5. The performance would be measured as under on monthly basis:

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

4.7.6. Shortfall in performance = uptime % - Performance %

4.7.7. Liquidity Damages would be charged for shortfall in performance compliance level.

#### 4.8. Call to Response and Resolution

4.8.1. 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.

4.8.2. Call to Resolution: vendor shall resolve the issue within '**SIX HOURS**' and includes response time.

4.8.3. However, LD shall be applicable as per uptime clause.

#### 4.9. Replacement

4.9.1. Replacement of failed hardware during warranty and AMC should be Next Business Day (NBD).

4.9.2. In case both the hardware fails, the replacement should be within 4 hours from the end of call resolution period i.e., 6 hours.

4.9.3. Return Material Authorization - the replacement unit (during warranty and AMC) has to be shipped by OEM to the location and the bidder should install, configure and integrate 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.

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

#### 4.10. 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.

#### 4.11. Preventive Maintenance

4.11.1. Preventive maintenance shall be carried out by the bidder during Warranty and AMC period.

4.11.2. Preventive maintenance activity should include but not limited to physical verification, device configuration verification, device health checkup, satisfactory execution of all diagnostics, fine-tuning the configuration, verification of bugs/patches, upgradation of firmware/operating system to the latest version (if available from OEM) etc.

4.11.3. Preventive maintenance activity should be carried out **half yearly** once on a day and time mutually agreed upon and report should be submitted to the bank. Notwithstanding the foregoing the Bidder recognizes Bank's operational needs and agrees that Bank shall have the right to require the Bidder to adjourn preventive maintenance from any scheduled time to a date and time not later than 30 days thereafter.

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**4.12. IPv6**

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- 4.12.1. The bank during the contract period would be implementing/deploying IPv6 and hence all equipment should be IPv4 and IPv6 ready from day one.
- 4.12.2. The equipment proposed should have IPv6 Forum Phase 2 - Core protocols, SNMP, IPsec, DHCPv6 etc. certification. The bidder should assist the bank during IPv6 migration during the contract period, without any additional cost to the bank.

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**4.13. Shifting**

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- 4.13.1. The Bank may, during the currency of the project (7 years) may shift the equipment to other locations within the Country.
- 4.13.2. The bidder will be intimated prior to shifting. The bidder should deploy engineer on-site at old location for de-installation (checking and powering off and unmounting from rack) of the devices and at new location for installation (rack mounting, configuration and powering on). No additional cost whatsoever would be paid by the Bank. Bank will undertake shifting of the devices to alternate location and all charges towards physical shifting, transportation, transit insurance would be borne by the Bank.
- 4.13.3. The Warranty / AMC terms would not be considered as violated if shifting of equipment takes place. The vendor is required to update their database and provide support, Warranty/AMC etc., for the shifted devices at the new location.
- 4.13.4. No additional cost whatsoever would be paid by the Bank.

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**4.14. Integration with PIM, NAC and SIEM**

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- 4.14.1. The bank is in the process of implementing Pulse Secure NAC and Sectona PIM, hence the switches proposed by the bidder should be capable of integration with the same without any additional cost to the bank.
- 4.14.2. The switch should be able to push logs to RSA SIEM, which the bank has implemented.

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**4.15. Training**

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- 4.15.1. The bidder will be required to demonstrate features / functionalities and administration of the commissioned hardware / software to the Bank. The selected bidder shall arrange training on administration of proposed network switches to at least group of 3 officials of Bank.
- 4.15.2. The bidder should provide CLI command reference guide for the product quoted vis a vis Cisco CLI reference.

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**4.16. Responsibility of the Bank**

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- 4.16.1. Make available site for installation with power, rack space, earthing, internal cabling (fiber / UTP) and patch chords/panels (fiber, UTP).
- 4.16.2. SIDBI or its outsourced partner from central location would be logging all calls with the vendor central help desk and coordinating for call closure.
- 4.16.3. Provide details of contact person at the location/office who would be coordinating during installation.
- 4.16.4. Providing permission for vendor resource, downtime for installation / preventive maintenance of equipment at respective locations.

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## 5. Information to Bidders

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

### 5.1. Pre-bid Meeting

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

### 5.2. Amendment to Bidding Document

- 5.2.1. The Bank reserves the right of discretion to:
  1. Amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids.
  2. Change, modify, add to or alter any or all of the provisions of this RfP and/or the bidding process, without assigning any reasons whatsoever.
- 5.2.2. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.
- 5.2.3. All such Changes /Corrigendum's/ Addendums and clarification, if any, related to RfP will be posted/uploaded on the bank website ([www.sidbi.in](http://www.sidbi.in)) and Central Public Procurement Portal ([eprocure.gov.in](http://eprocure.gov.in)) only and it will become part and parcel of RfP. No individual communications would be made in this respect.
- 5.2.4. The interested Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the 'Critical Information' Section and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications/changes/addendums, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.

- 5.2.5. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 5.2.6. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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### 5.3. Language of Bid

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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.

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### 5.4. Documents Comprising the Bid

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

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### 5.5. Bid Currency

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Bids should be quoted in Indian Rupee only.

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### 5.6. Tender Form Cost

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

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### 5.7. Earnest Money Deposit

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- 5.7.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in "**Critical Information**" Section of RfP.
- 5.7.2. EMD should be in the form of:
1. Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai **OR**
  2. Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Format -2** of RfP.
- 5.7.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 5.7.4. Request for exemption from EMD (Security Deposit) will not be entertained. However, bidders processing valid MSE / Udyog Aadhaar Memorandum and Startups are exempted from submission of EMD on submission of proof.
- 5.7.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
1. Issue of Lol / purchase order to the successful bidder **OR**
  2. The end of the bid validity period, including extended period (if any) **OR**
  3. Receipt of the signed contract from the selected Bidder; **whichever is earlier.**

- 5.7.6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and submission of Performance Bank Guarantee by the bidder.
- 5.7.7. In case the acceptance of equipment is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank.
- 5.7.8. The bid security (EMD) may be forfeited:
1. If a Bidder withdraws its bids during the period of bid validity.
  2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
  3. In case of successful Bidder:
    - a) if the Bidder fails to accept the LOI / Purchase order OR
    - b) sign the contract or fails to furnish performance guarantee.
  4. In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

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#### **5.8. Period of Validity of Bids**

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- 5.8.1. Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in "**Critical Information**" Section, from date of closure of this RfP.
- 5.8.2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security and price bid provided shall also be extended.
- 5.8.3. Any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- 5.8.4. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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#### **5.9. Deadline for submission of Bids**

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

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#### **5.10. Late Bids**

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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.

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

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

- 5.11.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by mail (scanned copy) and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 5.11.3. No bid may be modified or withdrawn after the deadline for submission of bids.
- 5.11.4. The 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.

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

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

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#### **5.13. Conditional Bids**

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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.

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#### **5.14. Conflict of Interest**

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

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#### **5.15. Manufacturer Authorization Form**

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- 5.15.1. The bidder to provide MAF as per the format given [Annexure -V](#) in RfP along with eligibility bid.
- 5.15.2. In case the successful bidder is not ready to provide the support during the warranty period, support will be provided by OEM directly or through their other authorized partners for the remaining period of warranty of the product the Bank.

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#### **5.16. Undertaking of Authenticity**

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The bidder(s) has to submit an undertaking as per [Annexure -VI](#) along with the eligibility bid, signed by the authorised signatory, certifying that all the components/parts/ assembly/software used in the proposed hardware like hard disk, monitor, memory, etc. are original /new components / parts/ assembly/ software and that no refurbished/ duplicate/ second hand components have been used or would be used.

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#### **5.17. Pre-Contract Integrity Pact**

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

- 5.17.2. Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 5.17.3. Only those bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification (Minimum Eligibility). Those bids not containing the Integrity pact are liable to be rejected.
- 5.17.4. The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.
- 5.17.5. The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-IX** on **non-judicial stamp paper of requisite value (to be borne by the bidder)** applicable at the place of its first execution along with the minimum eligibility bid.
- 5.17.6. The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.
- 5.17.7. The name and contact details of Independent External Monitor (IEM) nominated by the bank are as under:

श्री अशोक सिन्हा (आईएएस सेवानिवृत्त), 13 ययाती, सेक्टर -58 ए, नेरुल (पश्चिम), पाम बीच रोड, नवी मुंबई 400706 फ़ोन : 9821844044 मेल आई डी : asinha51@gmail.com	Shri. Ashok Sinha, (IAS ret'd.), 13 Yayati, Sector-58A, Nerul (West), Palm Beach Road, Navi-Mumbai 400706 Ph: 9821844044 Mail id: asinha51@gmail.com
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### 5.18. GST Law

The bidder has to submit an undertaking as per **Annexure -XII** mentioning its compliance with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

### 5.19. No Commitment to Accept Lowest or Any Offer

- 5.19.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 5.19.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 5.19.3. 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.

### 5.20. Contacting the Bank

- 5.20.1. 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.
- 5.20.2. 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.

## 5.21. Authorisation to bid

- 5.21.1. The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization **on whose favour Power of Attorney** (authorized signatory) sign the bid documents.
- 5.21.2. The bidder should submit power of attorney as per **Format -1** of RfP.

## 5.22. Documents to be submitted

- 5.22.1. The Bid shall be typed; all pages numbered and shall be signed by the Bidder authorized signatory and supported by rubber stamp impression of the company.
- 5.22.2. Responses should be concise and to the point with documentary evidences. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 5.22.3. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
- 5.22.4. Any deviations from the specifications should be clearly brought out in the bid.
- 5.22.5. Relevant documents must be submitted as proof wherever necessary. Technical specifications sheets of all the items to be submitted.
- 5.22.6. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 5.22.7. Erasures or alterations - The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "complied", "as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.
- 5.22.8. The Bid document shall be spirally bound or filed. Further, the bidder should include in the cover of respective bid softcopy of the bid with all the annexure / evidences / proof/Formats. The soft copy may be submitted in CD or Pendrive.
- 5.22.9. Bidders are required to submit their responses in non-window sealed envelopes super-scribed with respective cover label (Minimum eligibility or Technical or Commercial Bid) and on each cover address and contact details of the company should be written.
- 5.22.10. The contents of each envelop should be as detailed below:

### 1. ENVELOP-1 : MINIMUM ELIGIBILITY BID

S.N.	Bid Contents	Annexure / Form
1	<b>No. of Copies : One Hard Copy and one Soft Copy</b>	
2	<b>Cover Label:</b> "Minimum Eligibility - RfP for Procurement of Network Switches – Tender No.500/2020/1552/CBO/ITV dated February 24, 2020"	
3	<b>Cover Contents:</b>	
	(i) Bid forwarding letter	Annexure -I
	(ii) Pre-Qualification / Minimum eligibility criteria	Annexure -II



S.N.	Bid Contents	Annexure / Form
	(iii) Manufacturer Authorization Form	Annexure -V
	(iv) Non-Blacklisting	Annexure -VII
	(v) Non-Disclosure Agreement	Annexure -VIII
	(vi) Pre-Contract Integrity Pact	Annexure -IX
	(vii) Bank Mandate Form	Annexure -XI
	(viii) Undertaking letter for GST Law	Annexure -XII
	(ix) Declaration on ownership by Bank Employee	Annexure -XIV
	(x) Power of Attorney	Format -1
	(xi) BG towards EMD (applicable for bidders submitting EMD in the form of BG, others have to attach DD)	Format -2
	(xii) Self-Declaration of MSEs and Startups	Format -3
	(xiii) Self-Certification regarding Local Content for Telcom Products	Format -4
	(xiv) Undertaking by bidder towards Minimum Local Content	Format -5
	(xv) Undertaking of purchase preference opted by bidder.	Format -6
	(xvi) DD towards tender form cost	DD

## 2. ENVELOP-2 : TECHNICAL BID

S.N.	Bid Contents	Annexure / Form
1	<b>No. of Copies: One Hard Copy and one Soft Copy</b>	
2	<b>Cover Label:</b> "Technical Bid - RfP for procurement of Network Switches – Tender No.500/2020/1552/CBO/ITV dated February 24, 2020"	
	<b>Cover Contents:</b>	
	(i) Technical Bid with all relevant Annexures and proof.	Annexure - III
	(ii) Undertaking of Authenticity	Annexure -VI
3	(iii) Masked Commercial Bid	Annexure -IV
	(iv) Statement of deviation	Annexure -X
	(v) Support Details at Locations	Annexure -XIII

### 3. ENVELOP-3: COMMERCIAL BID

S.N.	Bid Contents	Annexure / Form
1	<b>No. of Copies: One Hard Copy</b>	
2	<b>Cover Label:</b> Commercial Bid - RfP for Procurement of Network Switches – Tender No.500/2020/1552/CBO/ITV dated February 24, 2020“	
3	<b>Cover Contents:</b>	
	(i) Commercial Bid	Annexure –IV

- 5.22.11. All the three individual sealed envelopes should be kept in one large envelop (outer cover) and super-scribed “**RfP for Procurement of Network Switches**”, Tender No and the name of the company, address and contact details of the bidder.
- 5.22.12. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 5.22.13. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.
- 5.22.14. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Minimum Eligibility / Technical Bid covers will make bid liable for rejection.
- 5.22.15. 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,  
 Information Technology Vertical, 2<sup>nd</sup> Floor,  
 Overseas Towers, 756L Anna Salai, **Chennai- 600002**

### 5.23. Opening of Bids by the Bank

- 5.23.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- 5.23.2. 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 eligibility & technical bids in their absence.
- 5.23.3. The Bidder name and presence or absence of requisite EMD, RfP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 5.23.4. 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. Evaluation Methodology**

### **6.1. Preliminary Examinations**

- 6.1.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 6.1.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 6.1.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 6.1.4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 6.1.5. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 6.1.6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 6.1.7. 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, POC, bidders' presentation, verify functionalities / response times etc.

### **6.2. Clarification of bids**

- 6.2.1. 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/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 6.2.2. The bidder should submit the response to clarification duly signed and rubber stamp of company affixed, within the stipulated date and time as specified in the letter/e-mail. Initially the bidder may submit the scanned copy of response and hardcopy of the same to be couriered.
- 6.2.3. All responses to clarifications submitted by the bidder would form part of bidder response and shall be binding on the bidder.

### **6.3. Pre-Qualification / Minimum Eligibility Evaluation**

- 6.3.1. In the first phase, the bank would evaluate the pre-qualification/Minimum eligibility bids as per the criteria specified in the RfP and information submitted by the bidders.

- 6.3.2. The bidder to submit documentary evidence for all the points along with duly filled **Annexure-III** –Pre-Qualification / Minimum Eligibility Bid.
- 6.3.3. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon would be rejected.

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#### **6.4. Technical Evaluation**

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- 6.4.1. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 6.4.2. The bank will review the technical bids of the pre-qualified bidders to determine whether the solution / product / service proposed by the bidder are meeting the technical specifications and scope of work given in the tender. Bids that are not meeting the technical specifications, scope of work, terms and conditions etc are liable to be disqualified at the bank's discretion.
- 6.4.3. The bidder's disqualification during technical evaluation in any one item would result in disqualification of the tender as a whole.
- 6.4.4. 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, the bank will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration / POC.
- 6.4.5. All POCs, presentation, demonstration are to be carried out by the bidder at the RfP issuing office of the bank i.e., Chennai.
- 6.4.6. 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
- 6.4.7. The bidders who qualify the technical evaluation will be short listed for commercial evaluation.

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#### **6.5. Normalization**

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- 6.5.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and/or commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following two manners:
- a) Incremental bid submission in part of the requested clarification by the Bank.
  - b) Revised submissions of the entire bid in the whole.
- 6.5.2. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process

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#### **6.6. Commercial Evaluation**

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- 6.6.1. In this phase, commercial evaluation of technically qualified bidder would be carried out.

- 6.6.2. Only technically shortlisted bidders would be invited for opening of commercial bids, the date and time for opening of commercial bids would be separately advised by the bank. The bidders are required to depute their representative for the same.
- 6.6.3. Bidder must take care in filling price information in the commercial bid, to ensure that, there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 6.6.4. The commercial evaluation would be carried out by the banks committee.
- 6.6.5. Conditional and incomplete commercial bids are liable to be rejected.
- 6.6.6. The details of commercial evaluation would be as under:
- a) **X** = Cost of equipment inclusive of all taxes and back to back warranty and support from OEM for a period of five years.
  - b) **Y** = AMC of all the equipment's inclusive of all taxes and back to back alignment with OEM and support for a period of two 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 for calculation purpose will be taken as 8.32%.
  - 'n' is number of years, i.e. 'n' is 6 for 1st year, 7 for 2nd year of AMC.
- c) **Z** = Optional Item Cost
  - d) **S** = **X+Y+Z**
- 6.6.7. Based on the above calculations the lowest quoted price (**S 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.

## 6.7. Arithmetic errors correction

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

- 6.7.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- 6.7.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 6.7.3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

- 6.7.4. 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.

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## 6.8. Purchase Preference

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Refer to **Section 7** of the RfP for purchase preference to PPP-MSE and PP-LC.

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## 6.9. Award of Contract

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- 6.9.1. The Bank would issue Lol / Purchase order to the successful bidder(s) after carrying out purchase preference.
- 6.9.2. The selected bidder(s) has to return the duplicate copy of the PO/Lol to the Bank within 5 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- 6.9.3. Bank reserve the right to:
1. Place the order with shortlisted bidder(s) at the contracted price for all the items in single or multiple lots within the bid validity period.
  2. 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).

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## 7. Purchase Preference

### 7.1. Introduction

- 7.1.1. Purchase preference to Public Procurement Policy for Micro & Small Enterprises, Startup and Public Procurement through Local Supplier (Make in India) are applicable for current RfP.
- 7.1.2. The items under procurement are **NON-DIVISIBLE**. The following sub-sections of the RfP indicate the purchase preference benefits which the bank would be providing in the current RfP.
- 7.1.3. The price matching opportunities and distribution of order among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC or PPP-MSE will be considered) and the order of preference that would be followed by the bank for providing price matching opportunity shall be as under:
1. Public Procurement Policy for MSE (PPP-MSE)
  2. Public Procurement -Preference to Make in India (PP-LC).
- 7.1.4. The bidder to note that:
1. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
  2. In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP-MSE, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or PPP-MSE policy. The bidder shall indicate its option by submitting undertaking as per **Format-6 (undertaking of purchase preference opted for by the bidder)** of RfP. The option once exercised cannot be modified subsequently.
  3. In case, a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-MSE.

### 7.2. Public Procurement Policy for MSEs: PPP-MSE

- 7.2.1. Procurement through MSEs will be done as per the policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification No. D.L33004/99 dated March 23, 2012 and as amended from time to time.
- 7.2.2. Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 7.2.3. MSEs should provide proof of their being registered as MSE (indicating the Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification.
- 7.2.4. The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD) and Tender Form Cost.
- 7.2.5. Margin of Purchase Preference- The margin of purchase preference shall be **15%** i.e., L1 + 15%.

- 7.2.6. MSEs are required to submit self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank as per **Format-3 (Self Declaration of MSEs and Startups)** of RfP.
- 7.2.7. Since, the items under procurement are non-divisible, hence the distribution of order subject to meeting all the other terms and conditions of the RfP would be as under for MSEs:
1. If L1 bidder is MSE, they would be entitled to supply the entire quantity.
  2. If L1 is non-MSE bidder and there are MSE bidders whose quoted price is within the margin of purchase preference (L1 + 15%) then, the lowest bidder among the, MSE bidders will be invited to match the L1 price. If the bidder matches the L1 price, it would be shortlisted for supply of entire tendered quantity.  
  
In case such lowest MSE bidder fails to match the L1 price, the MSE bidder with the next higher bid price within the margin of purchase preference shall be invited to match the L1 price and so on. The MSE bidder who matches the L1 price will be shortlisted for awarding the contract.
  3. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 7.2.8. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them.

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### 7.3. Startup

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- 7.3.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L33004/99 dated April 11, 2018 of Ministry of Commerce and Industry and as amended from time to time.
- 7.3.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 7.3.3. The Startups are exempted from payment of Earnest Money Deposit (EMD) and Tender Form Cost.
- 7.3.4. For availing the relaxations, bidder is required to submit:
1. Requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
  2. Self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank as per **Format-3 (Self Declaration of MSEs and Startups)** of RfP.

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### 7.4. Public Procurement (Preference to Make in India): PP-LC

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- 7.4.1. Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated May 28, 2018 has



notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

- 7.4.2. In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications (DoT), Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.
- 7.4.3. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of tender document.
- 7.4.4. “Local Supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.
- 7.4.5. “Local Content” means the amount of value added in India which shall, unless otherwise prescribed by nodal Ministry, be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of total value, in percent.
- 7.4.6. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid under domestic manufacturer/local supplier category on behalf of domestic manufacturer are also required to give an undertaking as per following formats of RfP:

<b>Format -4</b>	Self-Certification regarding Local Content for Telcom Products
<b>Format -5</b>	undertaking of bidder towards minimum Local Content

- 7.4.7. Minimum Local Content- The minimum local content shall be **60%**.
- 7.4.8. Margin of Purchase Preference- The margin of purchase preference shall be **20%** i.e., L1 + 20%.
- 7.4.9. Since, the goods under current procurement are **not divisible**, the purchase preference that would be given under PP-LC would be as under:
1. If L1 is from local supplier, the bidder would be shortlisted for award of contract.
  2. If L1 is non-local supplier and there are there are local suppliers whose quoted price is within the margin of purchase preference (L1 + 20%) then, the lowest bidder among the, local supplier will be invited to match the L1 price. If the bidder matches the L1 price, it would be shortlisted for supply of entire tendered quantity.  
  
In case such lowest local supplier fails to match the L1 price, the local supplier with the next higher bid price within the margin of purchase preference shall be invited to match the L1 price and so on. The local supplier who matches the L1 price will be shortlisted for awarding the contract.
  3. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract would be awarded to L1 bidder.

- 7.4.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 7.4.11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 7.4.12. The Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

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### **7.5. Preference to eligible PPP-MSE over PP-LC bidder(s)**

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- 7.5.1. The bidder to note that in the current RfP:
1. If MSE bidder is L-1 in the tender evaluation, contract shall be straightway awarded to MSE, without considering any Purchase Preference for PP-LC bidder.
  2. If PP-LC bidder is L-1 in the tender evaluation, eligible MSE(s) shall be given opportunity to match PP-LC price. If eligible MSE match the price, the entire order would be awarded to MSE.
  3. If neither PP-MSE or PP-LC is L-1:
    - a) Eligible MSE(s) (in order of price ranking among MSEs) shall get preference over eligible PP-LC bidder(s) to match its price with that of L-1 bidder. If eligible MSE match the price, it would be shortlisted for supply of entire tendered quantity and no purchase preference would be given to PP-LC.
    - b) If eligible MSE(s) decline(s) to match down the price, then the eligible PP-LC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder. If PP-LC matches the price, it would be shortlisted for supply of entire tendered quantity.

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## 8. Special Terms and Conditions

### 8.1. Price

- 8.1.1. The price quoted by the bidder should be in Indian Rupee and should be inclusive of all taxes, GST, duties, levies, transportation costs, back to back warranty & support with OEM during entire period of contract, insurance costs, training, implementation charges etc.,
- 8.1.2. Once a contract price is arrived at, the same must remain firm throughout the period of contract and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 8.1.3. While any increase in the rates of applicable taxes or impact of new taxes imposed by GoI, subsequent to the submission of commercial bid shall be borne by the bank, 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 (Warranty/AMC).
- 8.1.4. No other cost whatsoever will be paid by SIDBI.

### 8.2. Terms of Payment

#### 8.2.1. New Hardware

The payment for hardware/software and support during warranty would be released in two stages on completion of the tasks and submission of relevant documents as defined under:

Stage	Percentage	Documents to be submitted by the vendor (while claiming payment)
I	80% of total cost (excluding AMC amount)	On delivery and verification of items at respective locations/offices and submission of delivery challans duly signed, stamped, dated by the bank officials at the location.
II	20% of total cost (excluding AMC amount)	<p>a) On completion of Installation, configuration, integration with the bank network. Installation certificate has to be submitted along with system configuration report by the vendor duly signed, stamped and dated by the Bank officials at respective location</p> <p>b) Acceptance of the hardware by the bank and communicating the acceptance date to the vendor.</p> <p>c) Submission of <b>Back to back</b> warranty certificate from OEM valid for a period of 5 years from <b>date of acceptance</b>, by the vendor.</p> <p>d) Submission of performance Bank Guarantee equivalent to 10% of the contract value. The BG</p>

Stage	Percentage	Documents to be submitted by the vendor (while claiming payment)
		shall be valid for a period of <b>SIXTY (60) MONTHS</b> from the date of acceptance with invocation period of additional SIX (6) months beyond expiry of warranty i.e., 60 months + 6 months. The performance bank guarantee should be as per the format given in <b>Format -7 (Performance Guarantee)</b> .

### 8.2.2. During AMC

1. The order for AMC shall be placed prior to expiry of warranty / AMC. On receipt of the order, the vendor should renew back to back AMC with the OEM and submit the relevant documents while claiming payment.
2. Payment would be released annually, 100% in advance on submission of documents as stated under:

Amount	Documents to be submitted by the vendor (while claiming payment)
100% of the AMC Cost.	<ol style="list-style-type: none"> <li>1. Submission of invoice</li> <li>2. Proof of back to back alignment with OEM and</li> <li>3. PBG (to be submitted annually) for 10% of the AMC value for the respective year valid for a period of 15 months.</li> <li>4. Note- In case vendor does not submit PBG, the payment would be released after 3 months from completion of AMC period</li> </ol>

- 8.2.3. All the payments will be made by respective SIDBI locations electronically through RTGS/ NEFT. Hence, Bidder to submit along with technical bid:

1. Bank Mandate Form as per format given in **Annexure –XI** of the RfP.
2. Cancelled cheque in original.
3. GSTIN Certificate

- 8.2.4. 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/AMC arrangement certificate while claiming the appropriate payment.

- 8.2.5. TDS, if any, will be deducted while releasing the payment.

- 8.2.6. All Payments will be made to the Bidder in Indian Rupee only.

- 8.2.7. All payments will be released within 4 weeks of receiving the undisputed invoice along with all the documentary proof.

- 8.2.8. 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.

- 8.2.9. 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.

### 8.3. Delivery and Installation Schedule

#### 8.3.1. Delivery

1. The Bidder should deliver the goods within **FOUR WEEKS FROM THE DATE OF PURCHASE ORDER.**
2. 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.
3. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
4. Bidder shall arrange the Road Permits, or any other document wherever required. Any letter required for this will be given by the Bank.

#### 8.3.2. Installation

1. The Bidder shall install the goods and integrate with existing network within **TWO WEEKS** from the date of delivery of the equipment at respective location.
2. After completion of installation the bidder should submit installation certificate duly signed by the Bank official at respective locations. SIDBI will carry out acceptance of hardware as per acceptance test plan.
3. Installation will be treated as incomplete in one/all of the following situations:
  - a) Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
  - b) Non-delivery of supporting documentation.
  - c) Delivery, but no installation of the components and/or software.
  - d) System operational, but unsatisfactory to the Bank.

8.3.3. 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.

8.3.4. 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

### 8.4. Locations for Delivery & Installation

The equipment's to be delivered, installed and maintained at the following locations:

S.N.	Location	Qty.	Address
1	DR Site, Chennai	02	SIDBI, C/o Nxtra Data Limited, 5th Floor, No. F8 SIPCOT IT Park, Siruseri, <b>Chennai -603 103</b>
2	Mumbai Office	02	SIDBI, Swavlamban Bhavan, 3rd Floor, Information Technology Vertical (ITV), Plot No.C-11, G Block, Bandra Kurla Complex, Bandra(E), <b>Mumbai – 400051</b>
3	Chennai Office	02	SIDBI, Overseas Towers, 2 <sup>nd</sup> Floor, 756-L, Anna Salai, <b>Chennai – 600002</b> , Tamil Nadu

## 8.5. Delivery and Documents

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

- 8.5.1. 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.
- 8.5.2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount.

## 8.6. Acceptance

- 8.6.1. 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.
- 8.6.2. 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.
- 8.6.3. 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.
- 8.6.4. 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.
- 8.6.5. 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.
- 8.6.6. Acceptance test would be carried out after three working days from the date of installation by the network management team.

S. N	Nature of activity	Remarks
1	Physical Delivery	Delivery of ordered items along with accessories, cables, manuals etc. as per order.
2	Installation and configuration	<ul style="list-style-type: none"> <li>• Installation of the items in the rack after removal of old equipment, if any.</li> <li>• Configuration of the equipment as per the banks requirement.</li> </ul>
3	Acceptance Certificate.	<ul style="list-style-type: none"> <li>• Commissioning of hardware and</li> <li>• Passing of acceptance testing, which would be carried out after three working days from the date</li> </ul>

S. N	Nature of activity	Remarks
		of installation/commissioning.

### 8.7. Acceptance Date

- 8.7.1. Bidder shall submit all the duly signed Installation Certificates at Bank's Chennai office.
- 8.7.2. 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 5 years starting from the date of acceptance, shall be determined and conveyed to the bidder in writing.
- 8.7.3. 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.
- 8.7.4. The bidder should take into account the above, while entering back to back agreement with OEM for warranty and support.

### 8.8. Performance security

#### 8.8.1. During Warranty

- 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 + SIX months** (invocation period) from the date of acceptance.
- 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.
- 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.

#### 8.8.2. 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.

### 8.9. Liquidity Damages

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

S.N.	Liquidity Damage
8.9.1.	<b>1. Delay in Delivery and Installation</b>
	a) If the vendor fails to deliver the equipment within FOUR weeks from the date of PO, LD of 1% of the order value (plus GST) for every week's delay or part thereof will be imposed by the bank.
	b) In case the delay exceeds TEN weeks, the bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank

S.N.	Liquidity Damage																				
	any amount by ways of damages, loss or otherwise.																				
	<b>2. Delay in installation</b>																				
	<p>a) If the vendor fails to install the items within TWO weeks from date of delivery, the bank will impose a LD of 0.5% of the order value for the late installed item for each week's delay or part thereof.</p> <p>b) However, no penalty will be imposed for the durations leading to delays in installation due to reasons solely attributable to the Bank.</p> <p>c) The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc.</p>																				
	<b>3. Maximum LD</b>																				
	The maximum LD for S.N.1 and 2 above shall be restricted to 10% (Plus GST) of the total order value.																				
	<b>Shortfall in Performance Compliance Level</b>																				
8.9.2.	<p>a) If the bidder fails to maintain guaranteed monthly uptime of 99.5%, for each location, the bank will impose LD as mentioned below:</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th rowspan="2" style="background-color: #fff9c4;">Uptime</th> <th colspan="2" style="background-color: #fff9c4;">LD Amount (Rs.)</th> </tr> <tr> <th style="background-color: #fff9c4;">Category 'A'</th> <th style="background-color: #fff9c4;">Category 'B'</th> </tr> </thead> <tbody> <tr> <td>Upto 99.50%</td> <td>Nil</td> <td>Nil</td> </tr> <tr> <td>99.00% &lt; 99.50%</td> <td>500/-</td> <td>500/- + GST</td> </tr> <tr> <td>98.50% &lt; 99.00%</td> <td>1,000/-</td> <td>750/- + GST</td> </tr> <tr> <td>98.00% &lt; 98.50%</td> <td>1,500/-</td> <td>1,000/- + GST</td> </tr> <tr> <td>Below 98.00%</td> <td>2,000/- + GST For every 0.5% of the failure or thereof.</td> <td>1,500/- + GST For every 0.5% of the failure or thereof.</td> </tr> </tbody> </table> <p>b) The above LD shall be applied for each location separately.</p> <p>c) The amount of LD may be claimed/ adjusted while releasing the Performance Bank Guarantee or vendor will be advised to pay the same.</p> <p>d) However, no LD will be imposed for the reasons solely attributable to the Bank, in such cases the bidder has to submit the proof.</p> <p>e) The maximum LD for shortfall in performance compliance shall be restricted to 10% (Plus GST) of the total order value.</p>	Uptime	LD Amount (Rs.)		Category 'A'	Category 'B'	Upto 99.50%	Nil	Nil	99.00% < 99.50%	500/-	500/- + GST	98.50% < 99.00%	1,000/-	750/- + GST	98.00% < 98.50%	1,500/-	1,000/- + GST	Below 98.00%	2,000/- + GST For every 0.5% of the failure or thereof.	1,500/- + GST For every 0.5% of the failure or thereof.
Uptime	LD Amount (Rs.)																				
	Category 'A'	Category 'B'																			
Upto 99.50%	Nil	Nil																			
99.00% < 99.50%	500/-	500/- + GST																			
98.50% < 99.00%	1,000/-	750/- + GST																			
98.00% < 98.50%	1,500/-	1,000/- + GST																			
Below 98.00%	2,000/- + GST For every 0.5% of the failure or thereof.	1,500/- + GST For every 0.5% of the failure or thereof.																			

### 8.10. Termination

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

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



- 8.10.2. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
1. Failure of the successful bidder to accept the contract;
  2. Delay in offering equipment for pre-delivery Inspection, if so desired by the Bank;
  3. Delay in delivery beyond the specified period;
  4. Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
  5. Serious discrepancy in hardware noticed during the pre-dispatch factory inspection, if any carried out by the bank;
  6. Bidder failure to meet the performance requirement specified herein or uptime is less than 98%.
- 8.10.3. However, the selected bidder shall commit himself to service for a minimum period of 7 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.
- 8.10.4. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.
- 8.10.5. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- 8.10.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 8.10.7. BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the Bank guarantee under this contract
- 8.10.8. The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.
- 8.10.9. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.
- 8.10.10. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of

Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.

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SIDBI



## 9. General Terms and Conditions

### 9.1. Definitions

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

- 9.1.1. "The Bank", "SIDBI", "Buyer" means Small Industries Development Bank of India (SIDBI).
- 9.1.2. "Bidder", "Supplier", "Seller" means the respondent to the RFP document.
- 9.1.3. "Vendor" is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- 9.1.4. "RFP" or "RfP" or "Tender" or 'Bid document' means the 'Request for Proposal document.
- 9.1.5. "Bid" or 'Offer' means the written reply or submission of response to this RFP
- 9.1.6. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Mumbai Office / Chennai Office / Regional Offices and the Supplier, as recorded in the Contract Form / purchase order signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 9.1.7. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 9.1.8. "The Goods" or "Equipment's" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 9.1.9. "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;
- 9.1.10. "The Project Site" means, Small industries Development Bank of India locations/offices.

### 9.2. Use of Contract Documents and Information

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

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### **9.3. Subcontracts**

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- 9.3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract without prior written permission from the Bank.
- 9.3.2. Consortium bidding is not permitted under this RFP

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### **9.4. Governing language**

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

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### **9.5. Applicable laws**

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

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### **9.6. Compliance with all applicable laws**

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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.

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### **9.7. Compliance in obtaining approvals/ permissions/ licenses**

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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.

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### **9.8. Compliance with Statutory and Regulatory Provisions**

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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.

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### **9.9. Insurance**

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- 9.9.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 9.9.2. 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 Earthquake, 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.

- 9.9.3. 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
- 9.9.4. Should any loss or damage occur, the Bidder shall
1. Initiate and pursue claim till settlement, and
  2. Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

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### 9.10. Inspections and tests

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- 9.10.1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:
1. 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.
  2. 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.
  3. 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.
- 9.10.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 9.10.3. 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.
- 9.10.4. 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.

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### 9.11. Repeat Order and Order for Optional Items

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- 9.11.1. The bank reserves the right to place order for additional hardware item(s) / modules at same rates and terms & conditions during the period of contract. No additional cost whatsoever other than the cost contracted would be paid.
- 9.11.2. In case of any change in tax rates or introduction of any new taxes by GoI, the taxes prevailing at the time of placing repeat order would be applicable.

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**9.12. Change / Modification in Locations**

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- 9.12.1. 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.
- 9.12.2. In case 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.
- 9.12.3. The Warranty/AMC/support should be applicable to the altered locations also.

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**9.13. Forfeiture of performance security**

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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.

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

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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.

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**9.15. No Employer – Employee Relationship**

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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.

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**9.16. Minimum Wages**

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The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

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**9.17. Patent Rights**

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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.

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**9.18. Corrupt and fraudulent practice**

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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:

- 9.18.1. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 9.18.2. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.
- 9.18.3. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 9.18.4. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
- 9.18.5. 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.

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### 9.19. Waiver

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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.

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### 9.20. Violation of terms

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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.

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### 9.21. Confidentiality

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- 9.21.1. This RfP contains information proprietary to the bank. 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 the bank. The Bidder shall submit a non-disclosure agreement as per **Annexure - VIII** on non-judicial stamp paper of appropriate value at the time of submission of bids.
- 9.21.2. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

- 9.21.3. The bidder / selected bidder must undertake that, they shall hold in trust any information received by them under the contract/SLA and maintain strict confidentiality in respect of such information. The bidder should agree to:
- Maintain and use the information only for the purpose of the contract/agreement and only as permitted by the bank.
  - To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
  - To treat all Information as Confidential Information.
- 9.21.4. No media release/public announcement or any other reference to the RfP or any program thereunder shall be made without the written consent of the bank, by photographic, electronic or other means.
- 9.21.5. Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

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## 9.22. IPR Infringement

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As part of this project, bidder will deliver different software, if the use of any such software by / for the bank, infringes the intellectual property rights of any third person, the bidder shall be primarily liable to indemnify the bank 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 / under this contract.

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## 9.23. Indemnity

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- 9.23.1. 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:
1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  3. Claims made by employees or sub-contractors or sub-contractors' employees, who are deployed by the Bidder, against the Bank; and/or
  4. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
- 9.23.2. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
1. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or



2. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  3. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 9.23.3. 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 trademark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
1. Notifies the Bidder in writing; and
  2. Cooperate with the bidder in the defense and settlement of the claims.
- 9.23.4. The Bidder shall not be liable for defects or non-conformance resulting from:
1. Software, hardware, interfacing not approved by Bidder; or
  2. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
  3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
  4. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

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#### **9.24. Limitation of liability**

Save and except the liability under Section of 'IPR Infringement' and/or "indemnity provision" in **Clause 9.23 and Clause 9.24** herein, 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.

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#### **9.25. Rights to Visit**

- 9.25.1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to the bank or its designees at any time during normal business hours, as often as the bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 9.25.2. The bank, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as the bank may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
- 9.25.3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the vendor 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.

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#### **9.26. Right to Audit**

- 9.26.1. The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), inspecting official from RBI or any 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 vendor, directly related to the services.

- 9.26.2. In case any of the services are further outsourced/assigned/ subcontracted (if allowed by the Bank) to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.
- 9.26.3. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the vendor. The vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to the vendor before such audit and same shall be conducted during normal business hours.
- 9.26.4. Where any deficiency has been observed during audit of vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the vendor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed
- 9.26.5. The vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by vendor. However, vendor shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

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### **9.27. Amendments to Purchase Order**

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- 9.27.1. Once purchase order is accepted by the bidder, no amendments or modifications of the order and no waiver of any of the terms or conditions thereof shall be valid of binding unless made in writing and mutually agreed by the parties.
- 9.27.2. Once AMC order/agreement is executed with the shortlisted bidder, no amendments or modifications of the order and no waiver of any of the terms or conditions thereof shall be valid of binding unless made in writing and mutually agreed by the parties.

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### **9.28. Grievances Redressal Mechanism**

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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.

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### **9.29. Right of Publicity**

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

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### **9.30. Force majeure**

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- 9.30.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of

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

### 9.31. Resolution of Disputes

- 9.31.1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 9.31.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 9.31.3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 9.31.4. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 9.31.5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 9.31.6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 9.31.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9.31.8. For the purpose of all notices, the following shall be the current address:  
 The Deputy General Manager (Systems)  
 Small Industries Development Bank of India  
 Information Technology Vertical, Overseas Towers, 2<sup>nd</sup> Floor  
 756L, Anna Salai, Chennai – 600 002

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## 10. Pre-Qualification / Minimum Eligibility Criteria

10.1.1. 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
CONSTITUTION	1	The Bidder should be a partnership firm registered under LLP act, 2008 / Indian Partnership Act, 1932 OR Company in India as per Indian Companies Act, 1956/ Indian Companies Act 2013 and must have in existence for <b>5 years</b> as on the date of RfP.	a) Copy of certificate of LLP registration. b) Copy of certificate of Incorporation and certificate of commencement of business in case of Public Limited Company OR Copy of certificate of Incorporation of Private limited Company, issued by the registrar of companies.
PARTNERSHIP	2	The Bidder must be in position to provide support / maintenance / up-gradation during the period of contract with the Bank and must be having back-to-back support from the OEM.	Bidder to submit Manufacturer Authorization Form (MAF) as per format provided in <b>Annexure -V</b> (Manufacturer Authorization Form) of this RFP.
FINANCIALS	3	The bidder should have minimum average annual turnover of INR 10 crore over the last three (3) Financial years,	Audited balance sheet for last three years i.e. 2016-2017, 2017-2018 and 2018-2019.
	4	The bidder should have positive net-worth and cash profit (i.e. no cash loss) in 2 years out of last 3 years.	
STATUTORY	5	The bidder must have a currently valid GST registration certificate and PAN number.	a) Copies of GST and PAN to be enclosed. b) <b>Annexure -XII</b> (undertaking letter for GST Law)

	S.N.	Criteria	Supporting Documents Required
EXPERIENCE	6	<p>The bidder should have supplied SAME MAKE L3 switches to organization in Government/ Financial Institutions / Scheduled Commercial Banks / Government Departments / Semi-Government Departments / PSUs in India during LAST FIVE YEARS from the date of RfP in at least:</p> <p>a) <b>One organization</b> with order value of atleast Rs.50 lakh</p> <p>OR</p> <p>b) <b>Two organizations</b> with order value of atleast Rs.30 lakh each.</p> <p>OR</p> <p>c) <b>Three organizations</b> with order value of atleast Rs.20 lakh each.</p>	Copy of PO issued by the organization.
SUPPORT	7	The bidder should have support arrangement at Mumbai and Chennai to meet the SLA.	Address and Contact Details of support center at Mumbai and Chennai to be provided as per format given in <b>Annexure -XIII</b> (Support Details of Locations)
DECLARATIONS	8	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years (counted backward from date of RfP). Bidder must certify to that effect.	Self-declaration to this effect on company's letter head signed by company's authorized signatory as per <b>Annexure-VII</b> (Non-blacklisting).
	9	Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank.	Self-Declaration by Bidder on the company's letter head signed by company's authorized signatory as per <b>Annexure-XIV</b> is to be submitted
	10	The bidder should submit pre-contract integrity pact.	Pre-contract integrity pact as per <b>Annexure -IX</b> on non-judicial stamp paper of Rs.100.
	11	The switches proposed should not be "end of support for 7 years" as on the date of RfP.	<p>Bidder to submit:</p> <ol style="list-style-type: none"> <li>1. Self-Declaration by Bidder on the company's letter head</li> <li>2. OEM declaration / certificate in this regard.</li> </ol>

- 10.1.2. The bidder to submit documentary evidence for all the above points along with **Annexure-III – Pre-Qualification / Minimum Eligibility Criteria.**
- 10.1.3. 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.
- 10.1.4. Last five years would be counted backward from the date of issue of RfP.

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SIDBI

## 11. Annexure

SIDBI

**11.1. Annexure -I Bid Forwarding Letter**

(To be submitted on Bidders letter head)

The General Manager (Systems)  
 Small Industries Development Bank of India,  
 IT Vertical, Overseas Towers, 2nd Floor,  
 756-L, Anna Salai,  
**Chennai – 600002**, Tamil Nadu

Dear Sir,

**Procurement of Network Switches**

1. We, the undersigned, offer to submit our bid in response and accordance with your tender No. 500/2020/1552/CBO/ITV dated 24.02.2020. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.
2. Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 90 days from the date of last day for submission of offer (Bid).
3. If our offer is accepted we undertake to provide on-site comprehensive service support for the hardware / software supplied as per the above referred RFP, during warranty of 5 years and AMC of 2 years.
4. 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.
5. The price quoted by us includes back to back 5 years warranty and 2 years AMC with OEM and support.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.
8. We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organisation ...



## 11.2. Annexure –II Pre-Qualification / Minimum Eligibility Criteria

Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020

### 11.2.1. Information about Bidder

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	<b>Address of Registered Office with contact numbers</b>	
a	Address	
b	Land Line No.	
c	Fax No.	
d	Mail Id.	
5	<b>Address of bidder Office on which Order has to be Placed.</b>	
a	Address	
b	Land Line No.	
7	<b>Permanent Account Number Details</b>	
a	PAN No.	
b	Copy of PAN enclosed. (Yes/No)	
8	<b>Goods and Service Tax Number Details</b>	
a	GST Number	
b	Copy of PAN enclosed. (Yes/No)	
c	Undertaking letter for GST Law as per format given in Annexure – attached. (Yes/No)	

### 11.2.2. Purchase Preference

S.N.	Details	Bidder's response
B.1	<b>Purchase Preference Opted for</b>	
a	Bidder applying under MSE (PPP-MSE) purchase preference policy. (Yes/No)	
b	Bidder applying under Make in India (PP-LC) purchase preference policy. (Yes/No)	
c	Undertaking of applicability of Purchase Preference Policy – as per <b>Form-2</b> submitted. (Yes / No)	
d	<p><b>Note:</b></p> <p>(i) Bidder has to opt for any one of the above two purchase preference.</p> <p>(ii) The option once exercised cannot be modified subsequently.</p> <p>(iii) In case a bidder fails to indicate his option while quoting, his offer will be evaluated considering the default option of PPP-MSE, even if such a bidder is otherwise found to be eligible under both the Policies (PP-LC &amp; PPP-MSE).</p>	

S.N.	Details	Bidder's response
	(iv) In case bidder opts for both, the bid will be disqualified.	
<b>B.2</b>	<b>MSME Status</b>	
a	MSE registration certificate enclosed. <b>(Yes/No)</b>	
b	Self-Declaration of MSEs and Startups as per <b>Form-1</b> of RfP submitted. (Yes/No).	
<b>B.3</b>	<b>Startup</b>	
a	Startup registration certificate enclosed. <b>(Yes/No)</b>	
b	Self-Declaration of MSEs and Startups as per <b>Form-1</b> of RfP submitted. <b>(Yes/No)</b> .	
<b>B.3</b>	<b>Make in India</b>	
a	Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product as per <b>Form-4</b> of RfP submitted. (Yes/No)	
b	Undertaking by Bidder towards Mandatory Minimum Local Content (LC) submitted. <b>(Yes/No)</b> .	

#### 11.2.3. Details of POA holder of bidder

1	Details of Authorized Personnel of bidder, on whose favour Power of Attorney issued.
a	Name
b	Designation
c	Land Line No.
d	Mobile No.
e	POA as per <b>Annexure</b> , attached. (Yes / No)

#### 11.2.4. OEM Details

S.N.	Particulars	Bidders Response
1	Name of OEM	
2	Contact Details of OEM	
a	Name of authorized Representative of OEM	
b	Mobile No.	
c	Mail Id.	
3	Copy of POA attached. <b>(Yes/No)</b>	

#### 11.2.5. Financials of Company

S.N.	Parameter	FY	Amount in lakh
1	Annual Turnover	2016 – 2017	
		2017 – 2018	
		2018 - 2019	
2	Cash Profit	2016 – 2017	
		2017 – 2018	

S.N.	Parameter	FY	Amount in lakh
		2018 - 2019	
		2016 – 2017	
3	Net worth	2017 – 2018	
		2018 - 2019	
4	<i>Audited Balance Sheet Attached (Yes/No)</i>		

11.2.6. **Experience and Support Arrangements**

S.N.	Parameter	FY
1	<p>The bidder should have supplied SAME MAKE L3 switches to organization in Government/ Financial Institutions / Scheduled Commercial Banks / Government Departments / Semi-Government Departments / PSUs in India during LAST FIVE YEARS from the date of RfP in at least:</p> <p>a) <b>One organization / customers</b> with order value of atleast Rs.50 lakh</p> <p>OR</p> <p>b) <b>Two organizations / customers</b> with order value of atleast Rs.30 lakh each.</p> <p>OR</p> <p>c) <b>Three organizations / customers</b> with order value of atleast Rs.20 lakh each.</p>	
	Proof by way of purchase order to be attached.	
2	<p>The bidder should have support arrangement at <b>Mumbai and Chennai</b> for extending on-site support and meeting the SLA.</p> <p>Details of support location (address, phone no, contact person details) as per <b>Annexure -XIII</b>, submitted.</p> <p>(Yes/No)</p>	
3	<p>The Bidder must be in position to provide support / maintenance / up-gradation during the period of contract with the Bank and must be having back-to-back support from the OEM.</p> <p>Bidder to submit Manufacturer Authorization Form (MAF) as per format provided in <b>Annexure -V</b> of this RFP.</p> <p>MAF attached. (Yes/No)</p>	

S.N.	Parameter	FY
4	Certificate from OEM on Non-End of Support for a minimum of 7 years (i.e. through the life of entire project period). <b>(Yes/No)</b>	
5	Self-Declaration by Bidder on the company's letter head, on Non-End of Support for a minimum of 7 years (i.e. through the life of entire project period).	

#### 11.2.7. **Declarations and Others**

S.N.	Particulars	Bidders Response
1	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 <b>Annexure-VIII</b> to be submitted.	
2	The bidder should submit Pre-contract integrity pact as per <b>Annexure -IX</b> on non-judicial stamp paper of Rs.100.	
3	The Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank. Self-Declaration by Bidder on the company's letter head signed by company's authorized signatory as per <b>Annexure-XIV</b> is to be submitted	

#### 11.2.8. **Bidder Bank Account Details**

S.N.	Particulars	Bidders Response
a	Bank Name	
b	Bank Branch	
c	Account Number	
d	IFS Code	
e	Bank Mandate Form as per <b>Annexure -XI</b> , attached. <b>(Yes/No)</b>	

#### 11.2.9. **EMD and Tender Form Cost**

S.N.	Particulars	Bidders Response
1	<b>EMD Details</b>	
a	DD / Pay Order / Bank Guarantee	
b	DD/BG Number	
c	Date of Issue of DD/BG	

S.N.	Particulars	Bidders Response
d	Issuing Bank of DD/BG	
e	Amount (Rs.)	
<b>2</b>	<b>Tender Form Cost Details</b>	
a	DD / Pay Order	
b	DD/Pay order Number	
c	Date of Issue of DD/Pay order	
d	Issuing Bank of DD/Pay order	
e	Amount (Rs.)	

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organisation ...

#### 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.

### 11.3. Annexure –III Technical Bid

Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020

The bidder to note that:

- All the switches should be from same OEM.
- Bidder to ensure not to quote for products already declared or to be declared end of support during the contract period of 7 years.

#### 11.3.1. Category 'A'

Requirement is two switches for DR Site, Chennai. Both switches should have same configuration.

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
<b>A.</b>	<b>General</b>		
A.1	Make of Switch		
A.2	Model No.		
A.3	IOS Version		
A.4	Year of Launch		
A.5	The Switch should have cut-through and nonblocking architecture		
A.6	The Switch should be 19" Rack-Mountable and should not be more than 2U.		
A.7	The switch should support Reversible (front to back and back to front) airflow and the bank should be configurable the same based on its requirement.		
A.8	The switch should have Dual redundant (1+1) and hot-pluggable power supplies		
A.9	The switch should be supplied with <b>IEC C13- C14</b> , power cord.		
A.10	The switch should have Redundant fans		
A.11	All Licenses to enable the ports, bandwidth and features to be available from day one.		
A.12	The switch should be IPv6 Forum Phase 2 Certified. <i>Copy of certificate to be attached.</i>		
<b>B.</b>	<b>Interfaces</b>		
B.1	The switch should support MINIMUM interfaces: <ul style="list-style-type: none"> <li>• 48 X 1/10G Copper ports</li> <li>• 8X10G fiber ports and</li> <li>• 4X40G QSFP+ ports.</li> </ul> <p>Note: The 40G ports should be able to be split into 10G in future based on the requirement by addition of transceiver and using breakout cable.</p>		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
B.2	The switch should be populated from <b>DAY ONE</b> with: <ul style="list-style-type: none"> <li>48 X 1/10G Copper ports</li> <li>8X10G fiber ports and</li> <li>2X40G QSFP+ ports for stacking.</li> </ul> In case breakout cable is provided for 10G connectivity, the minimum length should be 7M.		
B.3	The Switch should have one console port, one RJ-45 (1Gig) port, out-of-band management port and one USB 2.0 port		
B.4	The switch should have switching capacity of 1440 Gbps		
B.5	The switch should have switching throughput upto 952 million pps		
B.6	The switch should support MAC Address table of 280,000 entries		
B.7	The switch should support 12800 IPv4 unicast routes		
B.8	The switch should support 104000 IPv4 multicast routes		
B.9	The switch should support 52000 IPv6 multicast routes		
B.10	The switch should support 64000 IPv6 unicast route prefixes		
B.11	The switch should support at least 48000 ARP entries		
B.12	The switch should support Jumbo frame of size 9,216 bytes		
B.13	The switch should support the following Spanning Tree Protocol (STP)		
a	Multiple Spanning Tree Protocol (MSTP) instances		
b	VLAN Spanning Tree Protocol (VSTP)		
B.14	The switch should support Traffic mirroring of destination ports and VLANs		
<b>C.</b>	<b>Layer 2 Services</b>		
C.1	The switch should support STP (bridging, STP) - IEEE 802.1D		
C.2	The switch should support Rapid Spanning Tree Protocol (RSTP) - IEEE 802.1w		
C.3	The switch should support Multiple Spanning Tree Protocol (MSTP)- IEEE 802.1s		
C.4	The switch should support 4096 VLANs based on port, MAC address, IPv4 subnet, protocol, and guest VLAN		
C.5	The switch should support Bridge protocol data unit (BPDU) protect, loop protect and root protect.		



S.N.	Minimum Specifications	Bidders Response	Deviations, if any
C.6	The switch should support VLAN trunking - IEEE 802.1Q		
C.7	The switch should support Routed VLAN Interface		
C.8	The switch should support Port-based VLAN		
C.9	The switch should support MAC address filtering		
C.10	The switch should support IGMP		
C.11	The switch should support Dynamic Host Configuration Protocol (DHCP)		
C.12	The switch should support 802.3x flow control		
C.13	The switch should support Link Aggregation and Link Aggregation Control Protocol (LACP) - IEEE 802.3ad		
C.14	The switch should support Link Layer Discovery Protocol (LLDP) - IEEE 802.1AB		
C.15	The switch should support Link Aggregation with LACP - IEEE 802.3ad		
<b>D.</b>	<b>Layer 3 Services</b>		
D.1	The switch should support Virtual Router Redundancy Protocol (VRRP) and Extended Router Redundancy Protocol (VRRP-E)		
D.2	The switch should support Static routing and policy based routing.		
D.3	The switch should support IPv4 Routing protocols - RIP, RIPv2, OSPF, IS-IS, BGP, BGP4		
D.4	The Switch should support Static IPv6 routing		
D.5	The Switch should support dual IP stack i.e, should be able to maintain separate stacks for IPv4 and IPv6 to enable transition from an IPv4-only network to an IPv6-only network.		
D.6	The Switch should support Routing Information Protocol next generation (RIPng) for IPv6 addressing		
D.7	The Switch should support IPv6 addressing, OSPF support for IPv6, BGP-4 to support Multiprotocol BGP (MBGP) and IS-IS for IPv6		
D.8	The switch should support Bidirectional Forwarding Detection (BFD) protocol		
D.9	The switch should support Multicast Routing PIM Dense and Sparse modes		
D.10	The switch should support Dynamic Host Configuration Protocol (DHCP) relay		
D.11	The switch should support Proxy Address Resolution Protocol (ARP)		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
D.12	The switch should support Internet Group Management Protocol (IGMP) v1, v2, V3		
<b>E.</b>	<b>Security</b>		
E.1	The Switch should support RADIUS/TACACS+		
E.2	The Switch should provide IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number		
E.3	The Switch should support port-based access for authentication and accountability - IEEE 802.1X		
E.4	The switch should support Port-based ACLs for Layer 2 interfaces to allow security policies to be applied on individual switch ports.		
E.5	The switch should support IP source guard to prevent a malicious user from spoofing or taking over another user's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN.		
E.6	The switch should support SSH v1, v2		
E.7	The Switch should support Secure shell encrypt all transmitted data for secure remote CLI access over IP networks		
E.8	The Switch should support to allow access only to specified MAC addresses, which can be learned or specified by the administrator		
E.9	The switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network.		
<b>F.</b>	<b>Quality of Service (QoS)</b>		
F.1	The switch should support L2 and L3 QoS		
F.2	The Switch should support Strict Priority (SP), WRR, WDRR, SDWRR, WRED, LLQ, WFQ etc., queuing mechanisms		
F.3	The switch should support Layer 2 classification based on Interface, MAC address, Ethertype, 802.1p, VLAN		
F.4	The switch should support Packet filtering at L2 (Layer 2) through L4 (Layer 4) - flow classification based on source MAC address, destination MAC address, source IP (IPv4/IPv6) address, destination IP (IPv4/IPv6) address, port, protocol, and VLAN		
<b>G.</b>	<b>Data Center Features</b>		
G.1	The switch should support IEEE 802.1Qbb Priority Flow Control (PFC), Data Center Bridging Exchange Protocol, FCoE, iSCSI		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
	IEEE 802.1Qaz Enhanced Transmission Selection (ETS)		
G.2	The switch should support VXLAN		
G.3	The switch should support OpenFlow 1.3		
<b>H.</b>	<b>Management and Operations</b>		
H.1	The switch should support CLI through console, telnet or SSH. Role-based CLI management and access		
H.2	The switch should support Role-based CLI management access		
H.3	The switch should support Extended ping and traceroute		
H.4	The switch should support storing of multiple images and also rollback of Image		
H.5	The switch should support multiple configurations and rollback of configurations		
H.6	The switch should support SNMP v1, v2 and v3		
H.7	The switch should support sFlow v5		
H.8	The switch should be integrable with HPE IMC		
H.9	The switch should support traffic mirroring - port based LAG port and VLAN based.		
H.10	The switch should support for network time protocol (NTP), secure network time protocol (SNTP)		
<b>I.</b>	<b>High Availability</b>		
I.1	The switch should support In-service software upgrade (ISSU) and hot patching.		
I.2	The switch should support Bidirectional Forwarding Detection (BFD)		
I.3	The switch should support installation of patches and new service features without restarting the equipment.		
I.4	The switch should support graceful restart to enable it to maintain routing table for OSPF, BGP & IS-IS during a temporary shutdown and reduces convergence times upon recovery		
<b>J.</b>	<b>Warranty and Support</b>		
J.1	Comprehensive OEM warranty for a period of five years from date of acceptance.		
J.2	All updates and upgrades to be provided by the OEM during the period of warranty free of cost to the bank.		
J.3	OEM support for a period of five years		
J.4	Bidder on-site comprehensive support for five years.		
<b>K.</b>	<b>AMC and Support</b>		
K.1	Comprehensive OEM AMC for a period of		

S.N.	Minimum Specifications	Bidders Response	Deviations, if any
	two years after expiry of warranty.		
K.2	All updates and upgrades to be provided by the OEM during the period of AMC free of cost to the bank.		
K.3	OEM support for a period of two years		
K.4	Bidder on-site comprehensive support for two years.		
<b>L.</b>	<b>Certifications</b>		
L.1	The switch should have UL 60950-1		
L.2	The switch should have IEC 60950-1		
L.3	The switch should have CAN/CSA-C22.2 No. 60950-1		
L.4	The switch should have Emissions- VCCI Class A		
<b>M.</b>	<b>Interoperability</b>		
M.1	The bank has deployed HPE 7000 and HPE 5900 series switches in DR site. The proposed switches should be interoperable with the existing bank switches.		

### 11.3.2. Category 'B'

1. The Requirement is as under:

Location	Qty	Details
<b>Chennai Office</b> <i>Both switches to be stacked</i>	01	24 X 1G copper interfaces and 2X10G stacking ports along with cables.
	01	20X1G copper and 4X1G fiber and 2X10G stacking ports along with cables.
<b>Mumbai Office</b> <i>Both switches to be stacked</i>	01	24 X 1G copper interfaces and 2X10G stacking ports along with cables.
	01	14X1G copper, 10X1G fiber and 2X10G stacking ports along with cables.

2. At each location, both the switches should be of same make and model no, however the number of interfaces to be populated from day one is different.

### 3. Technical Specifications

S.N.	Minimum Specifications	Bidder Response	Deviations, if any
<b>A.</b>	<b>General</b>		
A.1	Make of Switch		
A.2	Model No.		
A.3	IOS Version		
A.4	Year of Launch		
A.5	The Switch should have nonblocking architecture		
A.6	The Switch should be 19" Rack-Mountable		

S.N.	Minimum Specifications	Bidder Response	Deviations, if any
	and should not be more than 1U.		
A.7	The switch should front to back airflow		
A.8	The switch should have Dual redundant (1+1) and hot-pluggable power supplies		
A.9	All Licenses to enable the ports, bandwidth and features to be available from day one.		
<b>B.</b>	<b>Interfaces</b>		
B.1	The Switch should have 24 number of Gigabit Ethernet SFP ports i.e., the switch should support copper and fiber based on transceivers installed.		
B.2	The switch should have 2 SFP+ 10GbE ports for stacking.		
B.3	The stacking cables should be of maximum 3Meters.		
B.4	The Switch should have one console port, one RJ-45 (1Gig) port, out-of-band management port and one USB 2.0 port		
B.5	The switch should have switching capacity of 88 Gbps		
B.6	The switch should have switching throughput upto 210 million pps		
B.7	The switch should support MAC Address table of 64,000 entries		
B.8	The switch should support Jumbo frame of size 9,216 bytes		
B.9	The switch should support the following Spanning Tree Protocol (STP)		
a	Multiple Spanning Tree Protocol (MSTP) instances		
b	VLAN Spanning Tree Protocol (VSTP)		
B.10	The switch should support Traffic mirroring of destination ports and VLANs		
<b>C.</b>	<b>Layer 2 Services</b>		
C.1	The switch should support STP (bridging, STP) - IEEE 802.1D		
C.2	The switch should support Rapid Spanning Tree Protocol (RSTP) - IEEE 802.1w		
C.3	The switch should support Multiple Spanning Tree Protocol (MSTP)- IEEE 802.1s		
C.4	The switch should support 4096 VLANs based on port, MAC address, IPv4 subnet, protocol, and guest VLAN		
C.5	The switch should support Bridge protocol data unit (BPDU) protect, loop protect, and root protect.		
C.6	The switch should support VLAN trunking - IEEE 802.1Q		

S.N.	Minimum Specifications	Bidder Response	Deviations, if any
C.7	The switch should Routed VLAN Interface		
C.8	The switch should support Port-based VLAN		
C.9	The switch should support MAC address filtering		
C.10	The switch should support IGMP		
C.11	The switch should support Dynamic Host Configuration Protocol (DHCP)		
C.12	The switch should support 802.3x flow control		
C.13	The switch should support Link Aggregation and Link Aggregation Control Protocol (LACP) - IEEE 802.3ad		
C.14	The switch should support Link Layer Discovery Protocol (LLDP) - IEEE 802.1AB		
C.15	The switch should support Link Aggregation with LACP - IEEE 802.3ad		
<b>D.</b>	<b>Layer 3 Services</b>		
D.1	The switch should support Virtual Router Redundancy Protocol (VRRP) and Extended Router Redundancy Protocol (VRRP-E)		
D.2	The switch should support Static routing and policy based routing.		
D.3	The switch should support IPv4 Routing protocols - RIP, RIPV2, OSPF, IS-IS, BGP, BGP4		
D.4	The Switch should support Static IPv6 routing		
D.5	The Switch should support dual IP stack i.e., should be able to maintain separate stacks for IPv4 and IPv6 to enable transition from an IPv4-only network to an IPv6-only network.		
D.6	The Switch should support Routing Information Protocol next generation (RIPng) for IPv6 addressing		
D.7	The Switch should support IPv6 addressing, OSPF support for IPv6, BGP-4 to support Multiprotocol BGP (MBGP) and IS-IS for IPv6		
D.8	The switch should support Bidirectional Forwarding Detection (BFD) protocol		
D.9	The switch should support Multicast Routing PIM Dense and Sparse modes		
D.10	The switch should support Dynamic Host Configuration Protocol (DHCP) relay		
D.11	The switch should support Proxy Address Resolution Protocol (ARP)		
D.12	The switch should support Internet Group Management Protocol (IGMP) v1, v2 , V3		

S.N.	Minimum Specifications	Bidder Response	Deviations, if any
<b>E.</b>	<b>Security</b>		
E.1	The Switch should support RADIUS/TACACS+		
E.2	The Switch should provide IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number		
E.3	The Switch should support port-based access for authentication and accountability - IEEE 802.1X		
E.4	The switch should support Port-based ACLs for Layer 2 interfaces to allow security policies to be applied on individual switch ports.		
E.5	The switch should support IP source guard to prevent a malicious user from spoofing or taking over another user's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN.		
E.6	The switch should support SSH v1, v2		
E.7	The Switch should support Secure shell encrypt all transmitted data for secure remote CLI access over IP networks		
E.8	The Switch should support to allow access only to specified MAC addresses, which can be learned or specified by the administrator		
E.9	The Switch should support LLDP-MED (Media Endpoint Discovery)		
E.10	The switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network.		
<b>F.</b>	<b>Quality of Service (QoS)</b>		
F.1	The switch should support L2 and L3 QoS		
F.2	The Switch should support Strict Priority (SP), WRR, WDRR, SDWRR, WRED, LLQ, WFQ etc. queuing mechanisms		
F.3	The switch should support Layer 2 classification based on Interface, MAC address, Ethertype, 802.1p, VLAN		
F.4	The switch should support Packet filtering at L2 (Layer 2) through L4 (Layer 4) - flow classification based on source MAC address, destination MAC address, source IP (IPv4/IPv6) address, destination IP (IPv4/IPv6) address, port, protocol, and VLAN		
<b>G.</b>	<b>Management and Operations</b>		
H.1	The switch should support CLI through		



S.N.	Minimum Specifications	Bidder Response	Deviations, if any
	console, telnet or SSH. Role-based CLI management and access		
H.2	The switch should support Role-based CLI management access		
H.3	The switch should support Extended ping and traceroute		
	The switch should support SNMP v1, v2 and v3		
	The switch should support sFlow v5		
H.6	The switch should be integrable with HPE IMC		
H.7	The switch should support traffic mirroring		
H.8	The switch should support for network time protocol (NTP), secure network time protocol (SNTP)		
<b>I.</b>	<b>Certifications</b>		
I.1	The switch should provide support for RoHS and WEEE regulations		
I.2	The switch should support Safety and Emission standards including UL 60950-1; IEC 60950-1; VCCI Class A; EN 55022 Class A		
<b>J.</b>	<b>Warranty and Support</b>		
J.1	Comprehensive OEM warranty for a period of FIVE YEARS from date of acceptance.		
J.2	All updates and upgrades to be provided by the OEM during the period of warranty free of cost to the bank.		
J.3	OEM support should be for a period of five years.		
J.4	Bidder on-site comprehensive support for five years.		
<b>K.</b>	<b>AMC and Support</b>		
K.1	Comprehensive OEM AMC for a period of two years after expiry of warranty.		
K.2	All updates and upgrades to be provided by the OEM during the period of AMC free of cost to the bank.		
K.3	OEM support for a period of two years		
K.4	Bidder on-site comprehensive support for two years.		

### 11.3.3. Terms and Conditions

S.N.	Description	Compliance	Deviations, if any
1.	Scope of Work as per <b>Section -4</b> of RfP		
2.	Evaluation Methodology as per <b>Section -6</b> of RfP		
3.	Purchase Preference (if applicable) as per <b>Section -7</b> of RfP.		

S.N.	Description	Compliance	Deviations, if any
4.	Special Terms and Conditions as per <b>Section -8</b> of RfP		
5.	General Terms and Conditions as per <b>Section -9</b> of RfP.		

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone &amp; E-mail:

Name of the Organisation ...

SIDBI

**11.4. Annexure –IV Commercial Bid**

(Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020)

**11.4.1. Table -1: Cost of New Hardware**

S. N	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	GST	Total	
		A	B		C	D=B+C	E=AXD
<b>A.</b>	<b>DR SITE (as per Specifications given in Section 11.3.1)</b>						
1	Cost of network switches with five years warranty and support and specifications as per section 11.3.1	02					
<b>B.</b>	<b>MUMBAI OFFICE (as per specifications given in Section 11.3.2(3))</b>						
1	Cost of network switches with five years warranty and support and specifications as per section 11.3.2(3)	02					
2	Cost of 1G RJ45 interfaces with five years warranty and support.	38					
3	Cost of 1G fiber interfaces with five years warranty and support.	10					
4	Cost of 10G fiber interfaces with five years warranty and support.	02					
<b>C.</b>	<b>CHENNAI OFFICE (as per specifications given in Section 11.3.2(3))</b>						
1	Cost of network switches with five years warranty and support and specifications as per 11.3.2(3)	02					
2	Cost of 1G RJ45 interfaces with five years warranty and support.	44					
3	Cost of 1G fiber interfaces with five years warranty and support.	4					
4	Cost of 10G fiber interfaces with five years warranty and support.	02					
<b>D.</b>	<b>Total Cost of Network Switches – ‘X’</b>						

11.4.2. **Table 2: Annual Maintenance Contract**

S. N.	Description	Qty.	AMC Cost per Annum Per Switch				Total AMC Cost per Annum
			Figures	Words	GST	Total	
		A	B		C	D=B+C	E=AXD
1	AMC of DR Switches with interfaces per Annum	02					
2	AMC of Mumbai Office switches with interfaces Per Annum	02					
3	AMC of Chennai Office switches with interfaces Per Annum	02					
4	<b>Total AMC Cost "Y"</b>						

11.4.3. **Table 3: Optional Items Cost**

S. N.	Description	Qty.	Cost			
			Figures	Words	Taxes	Total
			B		C	D=B+C
1.	1X40G (QSFP) Multimode transceiver module for DR Switch	2				
2.	1X10G Fiber Multimode transceiver module for DR Switch	2				
3.	1X1G SX transceiver module for Mumbai/Chennai office switch.	5				
4.	1X1G RJ45 transceiver module for Mumbai/Chennai office switch.	5				
5.	<b>Total Optional Cost "Z"</b>					

11.4.4. **Total Cost of Ownership**

S.N.	Description	Amount (Rs)
1.	Total cost of New Hardware as per <b>Table - 1</b>	X
2.	Total Cost of AMC for two years <b>Table -2</b>	Y
3.	Total Optional cost <b>Table -3</b>	Z
4.	<b>Total Cost of Ownership</b>	X+Y+Z

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Seal.....

Designation ...

Phone &amp; E-mail:

Name of the Organisation ...

**Note:**

Bidders are requested to note the following:

1. Conditional commercial bids would be rejected.
2. All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
3. Masked commercial bids must be given with technical bid.
4. All the rates must be quoted in INR. The cost should be inclusive of all taxes.
5. SIDBI can place repeat order for additional hardware (if so desired) at the above-mentioned prices within one year from the date of acceptance. However, the prices for optional items would be valid throughout the period of warranty.

SIDBI

**11.5. Annexure –V Manufacturer Authorisation Format**

**(This letter should be on the letterhead of the OEM)**

To

The General Manager (Systems)  
Small Industries Development Bank of India,  
IT Vertical, Overseas Towers, 2nd Floor,  
756-L, Anna Salai,  
**Chennai – 600002**, Tamil Nadu

Dear Sir,

**Manufacturer Authorization for  
Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020**

We \_\_\_\_\_ (**OEM Name**) having our registered office at \_\_\_\_\_ (**OEM office 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 (Manufacturer/Indian Distributor) 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 and ensure availability of spares for our products for a period of seven years from the date of submission of this tender.

We (Manufacturer/Indian distributor) also confirm that we will ensure all product updates (software updates and new product feature releases) are provided by M/s \_\_\_\_\_ for all the products quoted for and supplied to the bank during the seven year contract period. In case this is not considered while quoting and in the event M/s \_\_\_\_\_ fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and new product releases at the premises of the bank directly.

We also confirm that the proposed solution offered by the bidder to the bank are correct, viable, technically feasible for implementation and the solution will work without nay hassles in all the locations.

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and/or during the period of the contract.

**<Authorised Signatory>**

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

Designation: \_\_\_\_\_

**11.6. Annexure –VI Undertaking of Authenticity**

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

To

The General Manager (Systems)  
Small Industries Development Bank of India,  
IT Vertical, Overseas Towers, 2nd Floor,  
756-L, Anna Salai,  
**Chennai – 600002**, Tamil Nadu

Dear Sir,

**Undertaking of Authenticity**

Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020

With reference to the hardware items /software quoted to you vide our reference/quotation No. \_\_\_\_\_ <bidder proposal no/date>.

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 / secondhand 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.

We confirm that the software supplied along with the hardware is free from bugs, malware, covert channels in code etc.

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 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 ...

Seal ... Name of the Organisation ...



**11.7. Annexure –VII Non-Blacklisting**

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

Place: \_\_\_\_\_

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

To

The General Manager (Systems)  
Small Industries Development Bank of India,  
IT Vertical, Overseas Towers, 2nd Floor,  
756-L, Anna Salai,  
**Chennai – 600002**, Tamil Nadu

Dear Sir,

**Declaration on Non-Blacklisting**  
**Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020**

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,

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

**11.8. Annexure –VIII 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. Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Overseas Towers, 2<sup>nd</sup> Floor, 756L Anna Salai, Chennai (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 authorization 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:

## 11.9. Annexure –IX Pre-Contract Integrity Pact

(To be submitted on non-judicial stamp paper of Rs.100/-, after duly filling)

### 1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_\_ on \_\_\_\_\_ day of the month of \_\_\_\_\_, 2020 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Office at Overseas Towers, 2<sup>nd</sup> Floor, 756L, Anna Salai, Chennai (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 shortlist vendor for carrying out Procurement of Network Switches for various locations and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

### 2 Commitments of the BUYER

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

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

### **3 Commitments of BIDDERS**

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

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

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

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

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

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

#### **4 Previous Transgression**

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

#### **5 Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs1,50,000/-** 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 :-

- (iii) 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
  - (iv) 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.
  - (v) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - (vi) 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.
  - (vii) 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 along with interest.
  - (viii) 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
  - (ix) 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.
  - (x) 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.
  - (xi) 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.
  - (xii) 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**

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. \_\_\_\_\_

SIDBI

**11.10. Annexure –X 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.**

PRE-BID QUERIES				
Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020				
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 ...

Seal ...

Name of the Organisation ...

**11.11. Annexure –XI Bank Mandate Form****(To be submitted in Duplicate along with Cancelled Cheque)**

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)		
<b>(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 &amp; code and Account Number)</b>			
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.

\*\*\*\*\*

SIDBI

**11.12. Annexure -XII Undertaking Letter for GST Law**

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

To

The General Manager (Systems)  
Small Industries Development Bank of India,  
IT Vertical, Overseas Towers, 2nd Floor,  
756-L, Anna Salai,  
**Chennai – 600002**, Tamil Nadu

Dear Sir,

**Goods and Service Tax**  
**Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020 hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s ....., hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

**Our GST No is .....**

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Seal ...

Name of the Organisation ...

**11.13. Annexure -XIII Support Details of Locations**

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

To

The General Manager (Systems)  
 Small Industries Development Bank of India,  
 IT Vertical, Overseas Towers, 2nd Floor,  
 756-L, Anna Salai,  
**Chennai – 600002**, Tamil Nadu

Dear Sir,

**Details of Bidder Support Location**  
**Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020**

The details of support at the locations is as under:

Location	Address	Landline No.	Contact Person
Chennai			
Mumbai			

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Seal ...

Name of the Organisation ...

**11.14. Annexure -XIV Declaration on Ownership by Bank Employees**

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

To

The General Manager [Systems]  
Small Industries Development Bank of India  
Overseas Towers, 2<sup>nd</sup> Floor, IT Vertical  
756L, Anna Salai  
**Chennai 600 002**

Dear Sir,

**Declaration on Ownership of Bank Employees**  
**Tender No. 500/2020/1552/CBO/ITV dated 24.02.2020**

I/We \_\_\_\_\_ (bidder name), hereby undertake that, the Company is not owned or controlled by any Director or Employee (or relatives) of Small Industries Development Bank of India.

Yours faithfully,

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Seal ...

Name of the Organisation ...



## 12. FORMATS

SIDBI

**12.1. Format -1 Power of Attorney**

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

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2020, We \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal No.500/2020/1552/CBO/ITV dated 24.02.2020 for RfP for procurement of network switches and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of \_\_\_\_\_

WITNESS:  
Signature of \_\_\_\_\_

\_\_\_\_\_  
Attested  
\_\_\_\_\_

**12.2. Format -2 EMD / Bid Security BG***(Sample Format – To be executed on a non-judicial stamped paper of requisite value)***To: SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS ..... (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (RFP) No. 500/2020/1552/CBO/ITV dated 24.02.2020 to supply, installation and maintenance of network switches (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 situated at ..... have agreed to give a performance guarantee in lieu of EMD of Rs. .... (Rupees ..... only) on behalf of the Vendor.

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

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

We do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding Rs...../- (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 Rs...../- (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 six 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 .....

.....

.....

**12.3. Format -3 Self-Declaration of MSEs and Startups**

**Self-Declaration of MSEs and Startups**

(To be submitted on the letterhead duly signed by authorised signatory with stamp)

To

The General Manager (Systems)  
Small Industries Development Bank of India,  
IT Vertical, Overseas Towers, 2nd Floor,  
756-L, Anna Salai,  
**Chennai – 600002**, Tamil Nadu

Dear Sir

**Tender No.: 500/2020/1552/CBO/ITV dated 24.02.2020**

This is in reference to the above mentioned tender, we declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of three years from being eligible to submit Bids for contracts with the bank.

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Seal ...

Name of the Organisation ...

#### 12.4. Format -4 Self-Certification regarding Local Content for Telecom Products

##### Self-Certification regarding Local Content (LC) for Telecom Product (to be provided on Rs. 100/- Stamp Paper)

Date: .....

**Tender No.: 500/2020/1552/CBO/ITV dated 24.02.2020**

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of Telecommunications, Government of India issued vide Notification No. .... dated .....

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9(f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities:

- (i) Name and details of the Local Supplier (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 LC 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 total cost value of inputs used for manufacture of the Telecom Product/Services/Works:
- (xii) List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house
- (xiii) List and cost of inputs which are imported, directly or indirectly

For and on behalf of \_\_\_\_\_ (Name of firm/entity)

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



**12.5. Format -5 Undertaking by Bidder towards Mandatory Minimum LC**

To

The General Manager (Systems)  
Small Industries Development Bank of India,  
IT Vertical, Overseas Towers, 2nd Floor,  
756-L, Anna Salai,  
**Chennai – 600002**, Tamil Nadu

Dear Sir,

**Undertaking on Mandatory Minimum LC**  
**Tender No.: 500/2020/1552/CBO/ITV dated 24.02.2020**

1. We, M/s \_\_\_\_\_ (Name of Bidder) undertake that we meet the mandatory minimum Local content requirement of .....% specified in tender document for claiming purchase preference linked with local Contents under the Policy.
2. We, M/s \_\_\_\_\_(Name of Bidder) undertake that M/s.\_\_\_\_\_ (Name of Manufacturer) meet the mandatory minimum Local content requirement of .....% specified in tender document for claiming purchase preference linked with local Contents under the Policy.

3.

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Seal ...

Name of the Organisation ...

**Note:**

- (i) In case the bidder is a manufacturer, then the bidder has to submit undertaking as per Serial No.1 and strike out Serial No.2.
- (ii) In case bidder is not a manufacturer, then the bidder has to submit undertaking as per Serial No.2 and strike out Serial No.1.

**12.6. Format -6 Undertaking of Purchase Preference Policy opted by Bidder**

To

The General Manager (Systems)  
 Small Industries Development Bank of India,  
 IT Vertical, Overseas Towers, 2nd Floor,  
 756-L, Anna Salai,  
**Chennai – 600002**, Tamil Nadu

Dear Sir,

**Undertaking on Purchase Preference Option opted by bidder**  
**Tender No.: 500/2020/1552/CBO/ITV dated 24.02.2020**

We, M/s \_\_\_\_\_ (Name of Bidder) hereby confirm that the following purchase preference to be considered:

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	
Purchase Preference (linked with local content)	

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Seal ...

Name of the Organisation ...

**Note:**

1. Please indicate your preference against only one policy.
2. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
3. In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP-MSE, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or PPP-MSE policy.
4. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-MSE. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders.
5. The option once exercised cannot be modified subsequently.

## 12.7. Format -7 Performance Guarantee

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at Overseas Towers, 2<sup>nd</sup> Floor, 756L, Anna Salai, Chennai (hereinafter called the Corporation) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ made between the vendor and the Corporation for providing services for SIDBI's 'Project Details' hereinafter called "the said Agreement").

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

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

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

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

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



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

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

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

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

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

In witness where of we ..... have set and subscribed our hand and seal this .....day of .....2020.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF

WITNESS :

1) Name .....  
Signature.....  
Designation.....

2) Name.....  
Signature.....

Designation.....

END OF RFP

SIDBI