



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

नेटवर्क राउटर की खरीद हेतु - प्रस्ताव का आमंत्रण
Request for Proposal for Procurement of Routers

टेंडर सं. / Tender No.	500/2020/1519/CBO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	November 25, 2019

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

Small Industries Development Bank of India
Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002

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SIDBI

1. Critical Information/ महत्वपूर्ण सूचना

S.N. क्र.सं.	Description / विवरण	Details	
1	Tender No. & issue Date / टेंडर सं. और टेंडर जारी करने की तिथि	500/2020/1519/CBO Dated 25.11.2019 /	
2	Brief description of tender / निविदा का संक्षिप्त विवरण	Procurement of Network Routers / नेटवर्क राउटर की खरीद	
3	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	December 02, 2019 / दिसम्बर 02, 2019	10:30 pm
4	Pre Bid meeting / पूर्व-बोली बैठक	December 03, 2019 / दिसम्बर 03, 2019	11:30 am
	No clarifications would be given after pre-bid meeting / पूर्व बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा		
5	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	December 16, 2019 / दिसम्बर 16, 2019	03:30 pm
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	December 16, 2019 / दिसम्बर 16, 2019	04:00 pm
7	Earnest Money Deposit / बयाना जमा राशि /	Rs.28,000/-(Rupees Twenty Eight Thousand Only / र.28,000/- (र. अट्ठाईस हजार मात्र)	
8	Tender Cost (Non Refundable) / टेंडर मूल्य (नॉन रिफंडेबल)	Nil / शून्य	
9	Bid Validity from the last date of bid submission / बोली के वैद्यता, बोली जमा करने की अंतिम तिथि से	90 days from date of bid submission/ बोली जमा करनेकी अंततम ततथि से 90 ददन तक 	
10	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date / बाद में सूचित किया जायेगा	
11	Address for Pre-bid meeting, Bid Submission and bid opening / पूर्व-बोली बैठक करने का, बोली जमा करने का और बोलियां खोलने पता		
	Deputy General Manager (Systems), Small Industries Development Bank of India, Overseas Towers, 756-L, Anna Salai, Chennai – 600002, Tamil Nadu Phone: (044) 66636045 / 66636005	उप.महाप्रबन्धक (ससस्टम्स), भारतीय लघु उद्योग विकास बैंक, ओवेरसीस टोवेर्स, दूसरी तल, इन्फॉर्मेशन टेक्नालजी वर्टिकल, 756 एल, अन्ना सलाइ, चेन्नई – 600 002 दूरभाष: 044-66636045 / 66636005	
12	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण		
(i)	C R Prasad, AGM (Systems) (044) 66636045, crprasad@sidbi.in	सी आर प्रसाद, स म प्र (सिस्टम्स) (044) 66636045, crprasad@sidbi.in	
(ii)	Sanjay Srivastava, DGM (Systems) (044) 66636005, sssrivastav@sidbi.in	संजय कुमार श्रीवास्तव, उ.म.प्र (सिस्टम्स) (044) 66636005, sssrivastav@sidbi.in	
(iii)	P K Vijayvargia, GM (ITV) 0522-4261657, pkvijay@sidbi.in	प्रमोद कुमार विजयवर्गीय, म.प्र (आईटीवी) 0522-4261657, pkvijay@sidbi.in	

2. Abbreviations

RFP	Request for Proposal
EMD	Earnest Money Deposit
TCO	Total Cost of Ownership
PBG	Performance Bank Guarantee
BG	Bank Guarantee
IPv6	Internet Protocol Version 6
IPv4	Internet Protocol Version 4
OEM	Original Equipment Manufacturer
DC	Banks DataCenter, C/o CtrlS, Navi Mumbai
DR	Banks DR Site, C/o Nxtra, Chennai

3. Introduction and Disclaimers

3.1. Introduction

- 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

3.2. Purpose of RfP

- 3.2.1. The purpose behind issuing this RfP is to invite eligibility, technical and commercial bids from the shortlisted bidders for supply, installation and commissioning of routers at the banks datacenter, Mumbai and DR Site, Chennai. The period of contract shall be 5 years warranty and 2 years AMC.
- 3.2.2. 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.

3.6. No Legal Relationship

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

3.7. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

3.8. Evaluation of Offers

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

3.9. Acceptance of Selection Process

- 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 terms and conditions, 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. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

3.10. Acceptance of Terms

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.

3.11. Errors and Omissions

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

3.12. Notification

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

3.13. Proposal Ownership

The proposal and all supporting documentation submitted by the vendors shall become the property of SIDBI unless the bank agrees to the vendor's specific request in writing, that the proposal and documentation be returned or destroyed.

3.14. Conflict of Interest

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

4. Scope of Work

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 routers is as under:

S.N.	Location	Qty.	Delivery and Installation Location
1	DataCenter	01	SIDBI, C/o CtrS Datacenters Ltd., Plot No.GEN-72/1/A, TTC Industrial Area, MIDC, Mahape, Navi Mumbai – 400701
2	DR Site	01	SIDBI, C/o Nxtra Data Limited, 5th Floor, No. F8 SIPCOT IT Park, Siruseri, Chennai -603 103

4.2. Responsibility

- 4.2.1. Bidder will be responsible for end-to-end implementation of the network routers including but not limited to covering aspects like – supplying (as per technical specifications given in the technical bid) at respective locations, installing (including rack mounting), configuration, acceptance testing, maintenance etc.
- 4.2.2. The bidder shall be fully responsible for installation and commissioning of the network routers 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.

4.3. Delivery

- 4.3.1. The bidder includes supply the routers with all necessary accessories as per the specifications, features and functionalities mentioned in this RfP at respective locations.
- 4.3.2. The routers should be supplied with console cable, power cable (**IEC C13-C14**) and **rack mount kit** for 19 inch racks.

4.4. Installation and Configuration

- 4.4.1. 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 banks officials.
- 4.4.2. The bidder should carry out installation and configuration of the supplied routers.
- 4.4.3. Any additional requirement regarding hardware, software, connectors, cables (except patch chords, fiber/UTP backbone cabling, Patch panels, power) etc., after awarding the contract will not be entertained by the Bank. The Bidder shall be responsible for the same.
- 4.4.4. 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.

- 4.4.5. In case of any damage to Bank property during equipment delivery and installation attributable to the bidder, bidder has to replace the damaged property at its own cost.
- 4.4.6. The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation will be recorded for information of the selected bidder.
- 4.4.7. Any corruption in the software or media shall be rectified during the full period of the contract at no extra cost to the Bank.
- 4.4.8. The bidder to note that, the Bank reserves the right to upgrade the equipment during the contract period by enabling license or addition of module/card. The upgradation may be carried out with the shortlisted vendor by calling for proposal or if desired, Bank would issue RfP and shortlist vendor for supply of components.
- 4.4.9. The hardware supplied as part of this contract should be maintained by the bidder and OEM for at **least 7 years from the date of acceptance** of the hardware by the Bank.
- 4.4.10. 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 from the date of acceptance of the System by the Bank.

4.5. Warranty and AMC

- 4.5.1. On-site, comprehensive and BACK-TO-BACK 24X7 warranty from OEM for a period of five (5) years from the date of acceptance.
- 4.5.2. On-site, comprehensive and BACK-TO-BACK 24X7 AMC from OEM for a period of two (2) years from the date of expiry of warranty.
- 4.5.3. The bidder will warrant that, 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.
- 4.5.4. 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.
- 4.5.5. 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.
- 4.5.6. The warranty/AMC should cover all parts including updates/upgrades of software (critical hot fixes, service packs, firmware & IOS upgrades and all updates & patches), maintenance and support for its proper operation, performance and output as specified in the tender technical specifications for a period of 60 months from the date of acceptance by the Bank at no cost to Bank.
- 4.5.7. In case equipment is taken away for repairs, the bidder shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.

- 4.5.8. Warranty/AMC should not become void if the Bank buys any other add-on hardware/module 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.
- 4.5.9. During the Warranty/AMC period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
- 4.5.10. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank.
- 4.5.11. The bidder shall make available the spare parts, components etc., for the equipments for a minimum period of five years. If any of the peripherals/components are not available during the Warranty period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.
- 4.5.12. 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.
- 4.5.13. **Replacement-** Replacement of failed hardware should be NBD.
- 4.5.14. **Mean Time between Failure -** If during the contract 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.

4.6. Support

- 4.6.1. The bidder shall provide comprehensive on-site 24X7 support free of cost, during the entire period of the contract (Warranty and AMC).
- 4.6.2. The support also includes change in configuration to meet the banks new requirements, if any, without any additional cost to the bank.
- 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.
- 4.6.4. Any coordination required with OEM; it would be the responsibility of bidder engineer.
- 4.6.5. The bank shall have access to the OEM 24X7 TAC, the bidder to arrange for the same.
- 4.6.6. 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.

4.7. Return Material Authorization (RMA)

- 4.7.1. The replacement unit 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.

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

4.8. Uptime

- 4.8.1. The bidder shall guarantee an uptime of **99%** for the equipment during Warranty period, which shall be calculated on monthly basis.
- 4.8.2. 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.

- 4.8.3. 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.

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

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

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

Shortfall in performance = uptime % - Performance %

- 4.8.6. Penalty would be charged for shortfall in performance compliance level.

4.8.7. Call to Response and Resolution

1. Vendor's hardware engineer will report at SIDBI offices within '**FOUR HOURS**' of reporting of breakdown through telephone/ email /portal to the vendor's centralized helpdesk as per call logging and escalation matrix.
2. Vendor shall resolve the issue within '**FOUR HOURS**' excluding response time.
3. The time specified is from lodging of call/compliant. However, LD shall be applicable as per uptime clause.

4.9. IPv6

- 4.9.1. The bank during the contract period would be implementing/deploying IPv6 and hence all equipment should be IPv4 and IPv6 ready from day one.
- 4.9.2. The bidder should assist the bank during IPv6 migration during the contract period, without any additional cost to the bank.

4.10. Training

The bidder will be required to provide training on complete routing and administration to at least three officers from the bank. The training to be provided at Chennai. All cost towards training to be included in the price.

4.11. Shifting

- 4.11.1. The Bank may, during the currency of the contract may shift the equipment to other locations within the Country.

- 4.11.2. 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 shift the devices to alternate location and all charges towards physical shifting, transportation, transit insurance would be borne by the Bank.
- 4.11.3. The bidder should continue to provide warranty and maintain/support the equipments at the new location.
- 4.11.4. The vendor is required to update their database and provide support, Warranty etc., for the shifted devices at the new location.
- 4.11.5. No additional cost whatsoever would be paid by the Bank.

4.12. Responsibility of SIDBI

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

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. Technical Information

- 5.1.1. The Bidder should strictly quote for the Brand / Model complying with technical specifications given in **Annexure – III**.
- 5.1.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 5.1.3. The Models offered should strictly conform to the specifications given in the product literature and these models should not be end of support for a period of 7 years from the date of RFP. 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.
- 5.1.4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.

5.2. Pre-bid Meeting

- 5.2.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 5.2.2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
- 5.2.3. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted on or before the date as indicated in the Critical Information sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 5.2.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 5.2.5. 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.

5.3. Amendment to the bidding document

- 5.3.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 5.3.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

5.3.3. The amendment will be forwarded to the shortlisted/empaneled bidders and posted on Banks website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>).

5.3.4. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

5.4. Language of Bid

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

5.5. Documents Comprising the Bid

The bid shall consist of Eligibility, Technical and Commercial bid.

5.6. Bid Currency

Bids should be quoted in Indian Rupee only.

5.7. Earnest Money Deposit (EMD)

5.7.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “**Critical Information**” Section of RfP.

5.7.2. EMD should be in the form of:

- a) Demand Draft / Banker's Cheque in favour of “Small Industries Development Bank of India” payable at Mumbai **OR**
- b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - X**.

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 are exempted from submission of EMD.

5.7.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:

- a) Issue of Lol / purchase order to the successful bidder **OR**
- b) The end of the bid validity period, including extended period (if any) **OR**
- c) Receipt of the signed contract from the selected Bidder; **whichever is earlier.**

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:

- a) If a Bidder withdraws its bids during the period of bid validity.

- b) If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- c) In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.
- d) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

5.8. Period of Validity of Bids

- 5.8.1. Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in “**Critical Information**” Section, 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. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

5.9. Deadline for submission of Bids

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

5.10. Late Bids

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

5.11. Modification And/ Or Withdrawal of Bids

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

5.12. Quotation of Price for all Items

- 5.12.1. The Bidder should quote for all the items proposed / listed in this Bid.

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

5.13. Conditional Bids

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

5.14. No Commitment to Accept Lowest or Any Offer

- 5.14.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 5.14.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 5.14.3. 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.

5.15. Contacting the Bank

- 5.15.1. 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.
- 5.15.2. 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.

5.16. 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.

5.17. Documents to be submitted

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

S.N.	Bid Contents	Annexure
A.	Envelop 1- MINIMUM ELIGIBILITY BID	
1	No. of Copies : One Hard Copy and one Soft Copy	
2	Cover Label: "Minimum Eligibility - RfP for Procurement of Routers – Tender No. 500/2020/1519/CBO/ITV dated November 25, 2019 "	
3	Cover Contents:	
	(i) Bid forwarding letter	Annexure -I
	(ii) Minimum Eligibility Bid	Annexure -II
	(iii) Manufacturer Authorisation Form	Annexure -V
	(iv) Undertaking of Authenticity	Annexure -VI
	(v) Power of Attorney for authorized signatory	Annexure -VII
	(vi) Non-Blacklisting	Annexure -VIII
	(vii) Declaration on Ownership by bank Employees	Annexure -IX
	(viii) DD/ Pay Order / BG towards EMD.	Annexure -X
	(ix) Non-Disclosure Agreement	Annexure -XI
(x) Bank Mandate Form	Annexure -XIII	
B.	Envelop 2 - TECHNICAL BID	
1	No. of Copies: One Hard Copy and one Soft Copy	
2	Cover Label: "Technical Bid - RfP for Procurement of Routers – Tender No. 500/2020/1519/CBO/ITV dated November 25, 2019 ".	
3	Cover Contents:	
	(i) Technical Bid with all relevant Annexures and proof.	Annexure - III
	(ii) Statement of Deviations	Annexure -XII
	(iii) Masked Commercial Bid	Annexure -IV
C.	Envelop 3- COMMERCIAL BID	
1	No. of Copies: One Hard Copy	
2	Cover Label: "Commercial Bid - RfP for Procurement of Routers – Tender No. 500/2020/1519/CBO/ITV dated November 25, 2019 ".	
3	Cover Contents:	
	(i.) Commercial Bid	Annexure –IV

5.17.2. All the three individual sealed envelopes should be kept in one large envelop (outer cover) and superscribed "**RfP for Procurement of Routers**".

5.18. Sealing and Marking

- 5.18.1. The Bid shall be typed; all pages numbered and shall be signed by the Bidder **representative on whose favour Power of Attorney** is issued to bind the Bidder to the Contract.
- 5.18.2. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.
- 5.18.3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.

- 5.18.4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 5.18.5. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 5.18.6. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Minimum Eligibility / Technical Bid covers will make bid liable for rejection.
- 5.18.7. Each of the envelope(s) shall be addressed to the Bank at the address given below:
The Deputy General Manager (Systems)
Small Industries Development Bank of India,
2nd Floor, Information Technology Vertical,
Overseas Towers, 756L Anna Salai, **Chennai- 600002**

5.19. Opening of Bids by the Bank

- 5.19.1. On the scheduled date and time (refer critical information section for location of opening bids), 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.
- 5.19.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
- 5.19.3. 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.
- 5.19.4. 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 is to 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, bidders presentation, verify functionalities / response times etc., if required.

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.
- 6.2.2. 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.

6.3. Minimum Eligibility Evaluation

- 6.3.1. In the first phase, the bank would evaluate the pre-qualification bids as per the criteria specified in the RfP and information submitted by the bidders. Bidders are required to submit the required data along with documentary evidence.
- 6.3.2. The bidder to submit the Minimum Eligibility Bid as per [Annexure -III](#) along with documentary evidence for all the points.
- 6.3.3. SIDBI will review the bids to determine whether they are substantially responsive and meeting the eligibility criteria given in the tender. Bids that are not

substantially responsive / not meeting the eligibility criteria are liable to be disqualified at SIDBI's discretion.

6.4. Technical Evaluation

- 6.4.1. Pursuant to the evaluation of minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 6.4.2. SIDBI will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive and meeting the technical specifications given in the tender. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.
- 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, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration / POC.
- 6.4.5. Bidder to submit point by point compliance to the technical parameters and it should be included in the Bid.
- 6.4.6. Any deviations from the specifications should be clearly brought out in the bid.
- 6.4.7. 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
- 6.4.8. The bidders who qualify the technical evaluation will be short listed for commercial evaluation.

6.5. Commercial Evaluation

- 6.5.1. In this phase, commercial evaluation of technically qualified bidder would be carried out. Bidders who do not qualify the technical evaluation will NOT be invited for opening of commercials.
- 6.5.2. The technically shortlisted bidders would be invited for opening of commercial bids, the date and time for opening of commercial bids would be separately advised by the bank. The bidders are required to depute their representative for the same.
- 6.5.3. The commercial evaluation would be carried out by the banks committee.
- 6.5.4. The details of commercial evaluation would be as under:
 - a) **X** = Cost of routers inclusive of all taxes and back to back warranty and support from OEM for a period of five years.
 - b) **Y** = AMC of the routers 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:

C

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

Where:

- 'C' is the annual AMC amount of each year.
- 'r' is discount rate for calculation purpose will be taken as 7.13%.
- 'n' is number of years, i.e. 'n' is 6 for 1st year of AMC and 7 for 2nd year of AMC.

c) **Z = X+Y**

- 6.5.5. Based on the above calculations the lowest quoted price (**Z 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.
- 6.5.6. The bank would shortlist L1 bidder for awarding the contract.
- 6.5.7. Conditional and incomplete commercial bids are liable to be rejected.

6.6. Arithmetic errors correction

- 6.6.1. 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.
- 6.6.2. 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.
- 6.6.3. 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.
- 6.6.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

6.7. Purchase Preference

- 6.7.1. Purchase preference to MSEs, Make in India, DMEP would be given as per extent Government guidelines.
- 6.7.2. Bidders claiming purchase preference are required to provide all the documents as per the GoI circular/s for considering purchase preference.

6.8. Award of Contract

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

6.8.3. 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).

SIDBI

7. Special Terms and Conditions

7.1. Price

- 7.1.1. 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.
- 7.1.2. The validity of the price should be till the bid validity period. In case bid validity is extended, the validity of price bid would also be extended.
- 7.1.3. 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.
- 7.1.4. While any increase in the rates of applicable taxes or impact of new taxes imposed by Gol, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period (Warranty/AMC).
- 7.1.5. No other cost whatsoever will be paid by SIDBI.

7.2. Terms of Payment

7.2.1. Payment for Supply, Installation, Warranty and Support

Percentage of PO Value	Documentary Evidence to be Submitted for release of payment
90% payment	a) On delivery and verification of items at respective locations/offices b) Submission delivery challans duly signed, stamped, dated by banks officials/representative. c) Submission of invoice/s.
10% payment	a) On completion of Installation, configuration, integration with the bank network, training etc. Installation certificate has to be submitted by the vendor duly signed, stamped and dated by the Bank officials/representative at respective location b) Acceptance of the hardware by the bank. c) Submission of Back to back warranty certificate from OEM valid for a period of 5 years from date of acceptance . d) Submission of performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid for a period of SIXTY MONTHS from the date of acceptance with invocation period of additional SIX months beyond expiry of warranty i.e., 60 months + 6 months. The performance

Percentage of PO Value	Documentary Evidence to be Submitted for release of payment
	bank guarantee should be as per the format given in Annexure –XIV .

7.2.2. During AMC

- 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.
- 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"> Submission of invoice Proof of back to back alignment with OEM and PBG (to be submitted annually) for 10% of the AMC value for the respective year valid for a period of 15 months. Note- In case vendor does not submit PBG, the payment would be released after 3 months from completion of AMC period

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

- Bank Mandate Form (as per [Annexure –XIII](#))
- Cancelled cheque in original.
- GSTN Certificate

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

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

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

- 7.2.7. 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.

- 7.2.8. 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.

7.3. 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	
1	Delay in Delivery.
	<p>a) 0.5% of the order value (plus GST) for the location for every week's delay subject to maximum of 5% (plus GST) of the order value for the location.</p> <p>b) In case the delay exceeds TEN weeks, the bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.</p>
2	Delay in installation
	<p>a) If the vendor fails to install the items within two (2) weeks from date of delivery, the bank will impose a penalty of 0.5% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 5% of value of the late installed items.</p> <p>b) However, no LD will be imposed for the durations leading to delays in installation due to reasons solely attributable to the Bank.</p> <p>c) The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc.</p>
	Shortfall in Performance Compliance Level
3	<p>a) If the bidder fails to maintain guaranteed monthly uptime of 99% (throughout the period of contract), for every 1% or part thereof shortfall in uptime (i.e., if uptime is 98.5 the penalty would be 1%, if uptime is 97% the LD would be 2% and so on), the bank will impose LD @ 0.5% of the contracted value for the location, subject to a maximum of 10% of the total contract value.</p> <p>b) The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or vendor will be advised to pay the same.</p> <p>c) However, no LD will be imposed for the reasons solely attributable to the Bank, in such cases the bidder has to submit the proof.</p>

7.4. Termination

- 7.4.1. 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.
- 7.4.2. 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 and/or serious discrepancy in hardware noticed during the pre-dispatch factory 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;
- 7.4.3. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- 7.4.4. The bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and bid security, if any, under this contract.
- 7.4.5. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.
- 7.4.6. 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.
- 7.4.7. 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 of 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.
- 7.4.8. 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.

8. General Terms and Conditions

8.1. Definitions

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

8.2. Use of Contract Documents and Information

- 8.2.1. 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.
- 8.2.2. 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.

8.3. Subcontracts

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

8.4. Technical Information

- 8.4.1. The Bidder should strictly quote for the Brand / Model complying with technical specifications given in **Annexure – III**.
- 8.4.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 8.4.3. The Models offered should strictly conform to the specifications given in the product literature and these models should not be end of support for a period of 7 years from the date of RfP. 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.
- 8.4.4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.

8.5. Governing language

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

8.6. Applicable laws

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

8.7. Compliance with all applicable laws

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

8.8. Compliance in obtaining approvals/ permissions/ licenses

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

8.9. Performance security

- 8.9.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value and valid for WARRANTY period + THREE months (invocation period) from the date of acceptance.
- 8.9.2. 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.
- 8.9.3. Since the validity of the BG is linked to the warranty/ acceptance of the hardware, the bidder shall submit the BG only after getting the confirmation from the Bank about the acceptance & warranty period.

8.10. Insurance

- 8.10.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 8.10.2. 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.
- 8.10.3. 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
- 8.10.4. Should any loss or damage occur, the Bidder shall
- Initiate and pursue claim till settlement, and
 - Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

8.11. Inspections and tests

- 8.11.1. Bank reserves the right to carry out Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance as under:
- 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.
 - 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.
 - 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.

- d) In the event Bank decided to carry out Inspection and Quality Control tests, all expenses towards boarding, lodging and travelling shall be borne by the Bank
- 8.11.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 8.11.3. 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.

8.12. Delivery and Installation Schedule

8.12.1. Delivery

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

8.12.2. Installation

- a) The Bidder shall install the goods and integrate with existing network within **ONE WEEK** from the date of delivery of the equipment at respective location.
- b) 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.
- c) Installation will be treated as incomplete in one/all of the following situations:
- (i) Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 - (ii) Non-delivery of supporting documentation.
 - (iii) Delivery, but no installation of the components and/or software.
 - (iv) System operational, but unsatisfactory to the Bank.
- 8.12.3. 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.
- 8.12.4. 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

8.13. Delivery and Documents

8.13.1. The equipments to be delivered, installed and maintained at the following locations:

S.N.	Location	Address
1	DataCenter, Mumbai	SIDBI, C/o CtrS Datacenters Ltd., Plot No.GEN-72/1/A, TTC Industrial Area, MIDC, Mahape, Navi Mumbai – 400701
2	DR Site, Chennai	SIDBI, C/o Nxtra Data Limited, 5th Floor, No. F8 SIPCOT IT Park, Siruseri, Chennai -603 103

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

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

8.14. Acceptance

8.14.1. 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.

8.14.2. 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.

8.14.3. 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.

8.14.4. 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.

8.14.5. The Bank reserves the 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.

- 8.14.6. Acceptance test would be carried out within five 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"> Rack mounting of hardware. Configuration of the hardware as per the banks requirement and making it operational. Submission of installation certificate.

- 8.14.7. As a confirmation to the above activities mentioned at Sr. 1 & 2, the bidder shall obtain acceptance certificate from the bank after 01 week of successful operation of the equipment.

8.15. Acceptance Date

- 8.15.1. 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.
- 8.15.2. 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.
- 8.15.3. The bidder should take into account the above, while entering back to back agreement with OEM for warranty and support.
- 8.15.4. The bidder to submit acceptance certificate at the time of claiming final payment

8.16. Change / Modification in Locations

- 8.16.1. 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.
- 8.16.2. 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.
- 8.16.3. The Warranty/support should be applicable to the altered locations also.

8.17. Forfeiture of performance security

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

8.18. Taken / Brought over of Company

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

8.19. No Employer – Employee Relationship

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

8.20. Patent Rights

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

8.21. Corrupt and fraudulent practice

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

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

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

8.22. Waiver

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

8.23. Violation of terms

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

8.24. Confidentiality

- 8.24.1. The information contained in the RfP may not be reproduced in whole or in part without the express permission of the bank.
- 8.24.2. 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.
- 8.24.3. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- 8.24.4. The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- 8.24.5. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank
- 8.24.6. The Bidder shall submit a non-disclosure agreement as per **Annexure -XI** on non-judicial stamp paper of appropriate value.

8.25. IPR Infringement

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.

8.26. Indemnity

- 8.26.1. 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
 5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
 8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 8.26.2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
1. Notifies the Bidder in writing; and
 2. Cooperate with the bidder in the defense and settlement of the claims.
- 8.26.3. 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.

8.27. Limitation of liability

Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision in **Clause 8.25 and Clause 8.26** 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. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

8.28. Rights to Visit

- 8.28.1. 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.
- 8.28.2. 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.

- 8.28.3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

8.29. Audit

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

8.30. Amendments to Purchase Order

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.

8.31. Grievances Redressal Mechanism

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

8.32. Compliance with Statutory and Regulatory Provisions

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

8.33. Right of Publicity

- 8.33.1. 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 SIDBI.
- 8.33.2. 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.

8.34. Force majeure

- 8.34.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding
- 8.34.2. obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected

uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

- 8.34.3. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

8.35. Resolution of Disputes

- 8.35.1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 8.35.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 8.35.3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 8.35.4. Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 8.35.5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Chennai, India only.
- 8.35.6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 8.35.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Minimum Eligibility Criteria

9.1.1. 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, 1931 OR Company in India as per Indian Companies Act, 1956/ Indian Companies Act 2013 and must have in existence for 5 years as on the date of RfP.	a) Copy of certificate of LLP registration. b) Copy of certificate of Incorporation and certificate of commencement of business in case of Public Limited Company OR Copy of certificate of Incorporation of Private limited Company, issued by the registrar of companies.
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 Annexure -V of this RFP.
FINANCIALS	3	The bidder should have minimum average annual turnover of INR 25 lakh 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.	Enclose Copies of: a) GST Registration Certificate and b) PAN Card

	S.N.	Criteria	Supporting Documents Required
EXPERIENCE	6	The bidder should have supplied network hardware (routers and/or switches) to at least ONE organization in Government/ Financial Institutions / Scheduled commercial Banks / Government Departments / Semi-Government Departments / PSUs in India of order value of atleast Rs.5 lakh during last three years from the date of this RfP.	The following Documents to be submitted: a) Copy of PO issued OR b) Certificate from organization on successful supply, installation and maintenance of equipment.
SUPPORT	7	The bidder should have OWN support arrangement at Mumbai and Chennai to meet the SLA.	Address and Contact Details of support center at Mumbai and Chennai to be provided.
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 Annexure-VIII .
	9	Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank.	Self-Declaration by Bidder on the company's letter head signed by company's authorized signatory as per Annexure-IX is to be submitted
	10	The router proposed should not be "end of support for 7 years" as on the date of RfP.	Self-Declaration by Bidder on the company's letter head along with OEM certificate is to be submitted.

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

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

10. Annexure

SIDBI

10.1. Annexure -I: Bid Forwarding Letter
(To be submitted on Bidders letter head)

Date: _____

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

Dear Sir,

Procurement of Routers

1. We, the undersigned, offer to submit our bid in response and accordance with your tender No. 500/2020/1519/CBO/ITV dated November 25, 2019 . Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.
2. Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 90 days from the date of last day for submission of offer (Bid).
3. If our offer is accepted, we undertake to provide on-site comprehensive service support for the hardware / software supplied as per the above referred RFP, during warranty period of 5 years and AMC period of 2 years, if contracted by the bank.
4. The Warranty /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 warranty / AMC and support from OEM.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.
8. We understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

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

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

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

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

S. N.	Eligibility Criteria	Bidder's response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company Documentary proof enclosed. (Yes / No)	
4	Address of Registered Office with contact numbers	
a	Address	
b	Land Line No.	
c	Fax No.	
d	Mail Id.	
5	Address of Local Office at Mumbai with contact numbers [Landline No]	
a	Address	
b	Land Line No.	
6	Address of Local Office at Chennai with contact numbers [Landline No]	
a	Address	
b	Land Line No.	
7	MSME Status (Tick appropriate)	
a	Company does not qualify the status of MSE.	
b	Company does qualify the MSE status.	
c	SC/ST	
d	MSE registration certificate or a certificate from Chartered Accountant attached. (Yes/No)	
8	PAN No. Copy of PAN enclosed. (Yes/No)	
9	GSTN Number Copy of GST certificate enclosed. (Yes / No)	
10	OEM or Authorized Partner of OEMs. MAF from respective OEMs as per format given in Annexure –V enclosed. (Yes /No)	
11	No of Years of experience in supply, maintenance and support of network hardware (router and / or switches). Proof by way of purchase order or work completion order to be attached.	
12	Whether the bidder have supplied network hardware (routers and/or switches) to at least ONE organization in Government/ Financial Institutions / Scheduled commercial Banks /	

S. N.	Eligibility Criteria	Bidder's response
	Government Departments / Semi-Government Departments / PSUs / Corporates in India of order value Rs.5 lakh during last three years from the date of this RfP. (Yes/No)	
	Proof by way of Copy of PO issued OR Certificate from organization on successful supply, installation and maintenance of equipment to be submitted.	
13	Whether the bidder has OWN support arrangement at Mumbai and Chennai. (Yes/No).	
	Details of support location (address, phone no, contact person details) to be provided.	
14	Certificate from bidder and letter from OEM on Non-End of Support for a minimum of 7 years as on the date of RfP attached. (Yes/No)	
15	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	
	Self declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-VIII to be submitted.	
16	The Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank.	
	Self-Declaration by Bidder on the company's letter head is to be submitted	
17	Contact Details of Bidder's authorized representative to make commitments to SIDBI. Power of attorney at per format given in Annexure –VII to be submitted.	
a	Name	
b	Designation	
c	Land Line No.	
d	Mobile No.	
e	Fax No.	
f	Mail Id	
18	Financials	
	Parameter	FY
		Amount in lakh
a	Annual Turnover	2016 – 2017
		2017 - 2018
		2018 - 2019
b	Cash Profit	2016 – 2017

S. N.	Eligibility Criteria	Bidder's response
	2017 - 2018	
	2018 - 2019	
c	Net worth	2016 – 2017
		2017 - 2018
		2018 - 2019
d	<i>Copy of audited balance sheet attached. (Yes / No)</i>	
19	OEM Details	
a	Name of OEM	
b	Address of OEM's Office in India	
c	OEM Website	
20	EMD Details	
a	DD / Pay Order / Bank Guarantee (specify)	
b	DD/BG Number	
c	Date of Issue of DD/BG	
d	Issuing Bank Name	
e	Amount (Rs.)	

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

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

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

10.3. Annexure –III: Technical Bid

10.3.1. Technical Specifications (to be made available from day one)

S.N.	Minimum Specifications	Bidder Response	Deviations, if any
A.	Make and Model No.		
A.1	MAKE		
A.2	Model No.		
A.3	Commercial Launch date of the quoted Model.		
B.	General Features		
B.1	The router should be having OEM support for next 7 years from the date of PO. The support should include updates / upgrades etc throughout the period of contract.		
B.2	The router should be rack mountable and rack mounting kit to be provided.		
B.3	The router should be provided with C13-C14 power chord.		
B.4	The router should support minimum 300 Mbps WAN bandwidth with all the services enabled on the router.		
B.5	The router should provide up to 50 Mbps IPsec performance		
B.6	The router should have adequate Flash and DRAM to support the required bandwidth without inducing any latency.		
B.7	The router should have High Mean Time Between Failure to ensure long life of router hardware.		
B.8	The router should support various boot options like booting from TFTP server, Network node and Flash Memory		
B.9	The router Should support dynamic and static routing		
B.10	The router should support IP routing protocols like RIPV1 & V2, OSPF, BGP-IBGP & EBG, Protocol Independent Multicast Sparse Mode (PIM SM), Policy routing, NAT etc.		
B.11	The router should Support for 802.1q VLANs		
B.12	The router should Support for 802.1X, RADIUS AAA authentication.		
B.13	The router should support Dynamic Host Configuration Protocol (DHCP) server/relay/client		
B.14	The router should be capable of WAN protocols like PPP, Multilink PPP etc.		

S.N.	Minimum Specifications	Bidder Response	Deviations, if any
B.15	The Router should support Firewall Services with Standard Access Lists, Extended Access Lists and Time based Access lists to provide supervision and control.		
B.16	The router should support zone-based firewall, IPsec VPN, Dynamic Multipoint VPN (DMVPN), GETVPN.		
B.17	Control SNMP access through the use of SNMP V2, V3 with MD5/SHA-1, 2 authentication and Seamless integration with existing authentication services.		
B.18	The router Should support ability to Layer 2 P2P (Point to point) or MPLS networks to provide full-mesh connectivity without any impact on the router performance		
B.19	The router should support for sending logs to multiple centralized syslog server for monitoring and audit trail		
B.20	The Router should provide remote logging for administration using Telnet, SSH, Web GUI and CLI.		
B.21	The Router should support for basic administrative tools like ping and trace route.		
B.22	The Router should have capability to upgrade, patch the operating system manually and remotely		
B.23	The router proposed should be certified under the Common Criteria Evaluation Program for atleast EAL2 or more		
C.	Interface requirements:		
C.1	The router should be supplied with minimum: a) 2 numbers of Gigabit Ethernet WAN (10/100/1000 Mbps) and b) 4 number of Ethernet LAN (10/100/1000 Mbps) ports		
C.2	All Ethernet WAN ports should be routable		
C.3	The Router should have a dedicated console port for Router configuration.		
D.	IPv6		
D.1	The router should be on the IPv6 Ready Logo or higher certification		
D.2	The router should support IPv6 addressing architecture, IPv6 name resolution, IPv6 statistics		
D.3	The router should support IPv6 transport packets between IPv6-only and IPv4 transport packets between IPv4-only endpoints		

S.N.	Minimum Specifications	Bidder Response	Deviations, if any
D.4	The router should support ICMPv6, IPv6 DHCP		
D.5	The router should support for the following IP v6 features: RIP NG, OSPF v3, BGP Support for V6, IP V6 Dual Stack NAT 64, and IP v6 Policy based Routing, and IP v6 QoS.		
D.6	The router should support following IP v6 Tunneling mechanisms: IP v6 to 4 tunnels, IP v4 compatible tunnels, IP v6 over IP v4 GRE Tunnels, ISATAP Tunneling Support.		
D.7	The router should support for SNMP v1, v2 & v3 over IPV6		
E. Security Features:			
E.1	The router should support zone based Firewall		
E.2	The router should support encryption standards like DES, 3DES, AES-128 or AES-256 (in CBC and GCM modes).		
E.3	The router should support Authentication: RSA (748/1024/2048 bit), ECDSA (256/384 bit); Integrity: MD5, SHA, SHA-256, SHA-384, SHA-512		
E.4	Router should support embedded hardware based IPSEC encryption and acceleration		
F. QoS			
F.1	The router Should support Quality of Service (QoS), Class-Based Weighted Fair Queuing (CBWFQ), Weighted Random Early Detection (WRED), Hierarchical QoS, Policy-Based Routing (PBR), Performance Routing (PfR), and Network-Based Application Recognition (NBAR)		
G. OEM Warranty, AMC and Support			
G.1	The warranty and support from OEM should be for a period of five years from the date of acceptance. The AMC should be two years post warranty.		
G.2	The support should be 24X7		
G.3	The OEM should provide the bank Direct access to TAC, for which credentials should be provided to the bank.		
G.4	Should provide Operating system updates and upgrades during warranty /AMC period free of cost to the bank.		
G.5	NBD replacement of failed hardware		
H. Bidder support			
H.1	On-site comprehensive 24X7 support		

10.4. Annexure –IV: Commercial Bid

(RfP No. 500/2020/1519/CBO/ITV dated November 25, 2019)

S. N.	Description	Qty.	Unit Cost				Total Cost
			Figures	Words	GST	Total	
		A	B		C	D=B+C	E=AXD
1.	HARWARE COST WITH WARRANTY AND SUPPORT FOR 5 YEARS						
a.	Cost of router with five year warranty and support from OEM and bidder, training, installation, commissioning etc.	02					
2	ANNUAL MAINTENANCE COST						
a.	AMC cost for 6 th year with back to back support from OEM.	02					
b.	AMC cost for 7 th year with back to back support from OEM.	02					
c.	Total AMC cost for 6 th and 7 th Year						
3	Total Cost of Ownership (TCO) - [Total Cost @ 1.a + 2.c]						

Bidders are requested to note the following:

1. TCO = hardware cost with warranty and support for five years + Total AMC cost for 6th and 7th year.
2. Conditional commercial bids would be rejected.
3. All the details must be provided as per format.
4. Masked commercial bids must be given with technical bid.
5. All the rates must be quoted in INR. The cost should be inclusive of all taxes.

Date: Name and Signature of Authorized Signatory:

Place: Designation: Phone & Mail id:

.....

Name of Organization: Seal:

10.5. Annexure –V: Manufacturer Authorisation Format
(To be submitted on OEM's letter head)

Ref:

Date:

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

Dear Sir,

Manufacturer Authorisation for
RfP No. 500/2020/1519/CBO/ITV dated November 25, 2019

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

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

We also confirm that we will ensure all product upgrades / updates are provided by **M/s** for all the products quoted for and supplied to the bank during the five year product warranty.

<OEM Name>**<Authorised Signatory>**

Name: _____

Designation: _____

10.6. Annexure –VI: Undertaking of Authenticity

Ref:

Date:

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

Dear Sir,

Undertaking of Authenticity

With reference to the network routers quoted to you vide our quotation No.: _____ dated _____ in response to your tender no RfP No 500/2020/1519/CBO/ITV dated November 25, 2019, we hereby undertake that all the components / parts / assembly / software used in network switches/other hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

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

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

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

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

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

10.7. Annexure –VII: Power of Attorney

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

BY THIS POWER OF ATTORNEY executed on _____, 2019, 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. RfP No. 500/2020/1519/CBO/ITV dated November 25, 2019 for Procurement of Routers and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of _____

WITNESS:
Signature of _____

Attested

10.8. Annexure –VIII: Non-Blacklisting**[To be submitted on the letter head of the bidder Company]**

Place: _____

Date: _____

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

Dear Sir,

Tender No.: 500/2020/1519/CBO/ITV dated November 25, 2019

I/We _____ (bidder name), hereby undertake that:

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

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

10.9. Annexure –IX: Declaration on Ownership by Bank Employees**[To be submitted on the letter head of the bidder Company]**

Place: _____

Date: _____

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

Dear Sir,

Tender No.: 500/2020/1519/CBO/ITV dated November 25, 2019

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,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

10.10. Annexure –X: EMD / Bid Security Form

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

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

WHEREAS (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of **Request for Proposal (RFP) No. 500/2020/1519/CBO/ITV** dated November 25, 2019 Procurement of Routers (Herein after called the ‘the RFP’) to you.

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

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

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

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

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

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

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



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

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

This guarantee is valid until the day of And a claim in writing is required to be presented to us within 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**)

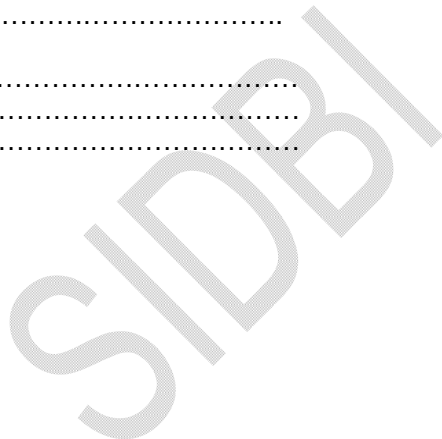
.....

Date.....

Address

.....

.....



10.11. Annexure –XI: 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 Routers**” as per scope defined in the Request for Proposal (RfP) No. 500/2020/1519/CBO/ITV dated November 25, 2019, for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, SIDBI, Overseas Towers, 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 authorisation to do so;

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

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

Yours sincerely,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

10.12. Annexure –XII: Statement of Deviations

Statement of Deviations

Tender No.: 500/2020/1519/CBO/ITV dated November 25, 2019

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

Note:

- 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.**

Signature of Authorised Signatory ...

Date

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

10.13. Annexure –XIII: Bank Mandate Form**(To be submitted in Duplicate)**

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

1. Name of Vendor / Bidder/ Supplier: _____

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

3. Address of the Vendor / Bidder/ Supplier: _____

City _____ Pin Code _____ E-mail id: _____

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

Permanent Account Number _____

MSE Registration / CA Certificate (if applicable): _____

3. Particulars of Bank account:

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

10.14. Annexure –XIV: Performance Guarantee Format

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at Overseas Towers, 756L, Anna Salai, Chennai – 600 002 (hereinafter called the Corporation) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for SIDBI's 'Project Details' hereinafter called "the said Agreement").

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

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

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

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

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



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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF

WITNESS :

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

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

END OF RFP

SIDBI