



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

डीडीओएस सुरक्षा के साथ समर्पित (1:1, अनकंप्रेस्ड, अनफ़िल्टर्ड एवं अनशेयर्ड)  
इंटरनेट बैंडविड्थ की आपूर्ति, प्रवर्तन और रखरखाव खरीद  
के लिए प्रस्ताव के लिए अनुरोध

**Request for Proposal for**  
**Supply, Commissioning and Maintenance of Dedicated**  
**(1:1; uncompressed, unfiltered and unshared) Internet**  
**Bandwidth with DDoS Protection.**

टेंडर सं. / Tender No.	500/2021/1615/CBO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	February 23, 2021
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	March 16, 2021
बयाना जमा राशि / Earnest Money Deposit	Rs. 1,50,000/-
टेंडर मूल्य /Tender Cost(Non Refundable)	Rs. 1,180/- inclusive of GST

भारतीय लघु उद्योग विकास बैंक  
756-L , ओवरसीस टवर्स,  
अण्णा सालै,  
चेन्नई – 600002

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
756-L, Overseas towers,  
Anna Salai,  
Chennai – 600002

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## 1. Critical Information

S No. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	March 02, 2021	1600 hrs
2	Pre-Bid meeting (no clarifications would be given after pre-bid meeting)/ पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा)	March 03, 2021	1130 hrs
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	March 16, 2021	1530 hrs
4	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	March 16, 2021	1630 hrs
5	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated to shortlisted bidders at a later date / शॉर्टलिस्ट किए गए बोलीदाताओं को बाद में सूचित किया जायेगा	
6	<b>Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता</b>		
	<b>उप महाप्रबन्धक (सिस्टम्स)</b> भारतीय लघु उद्योग विकास बैंक, ओवरसीस टवर्स, 756-L, अण्णा सालै, चेन्नई – 600002 दूरभाष: 044-66636036	<b>Dy. General Manager (Systems)</b> Information Technology Vertical Small Industries Development Bank of India, 2 <sup>nd</sup> Floor, Overseas Towers, 756-L, Anna Salai, Chennai - 600002 Phone: 044-66636036	
7	Bid Validity/ बोली के वैद्यता	<b>180 days</b> from the last date of bid submission / बोली जमा करने की अंतिम तिथि से 180 दिन तक।	
8	<b>Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण</b>		
	A V Syam Sundar, AGM (Systems) ए वी स्याम सुन्दर, स.म.प्र. (सिस्टम्स) 044-66636052, avshyam@sidbi.in	Sanjay Kumar Srivastava, DGM (Systems) संजय कुमार श्रीवास्तव, उप महा प्रबंधक (सिस्टम्स) 044-66636005, sssrivastav@sidbi.in	
9	<b>Independent External Monitor / स्वतंत्र बाह्य मॉनिटर</b>		
	श्री नागेश्वर राव कोरीपल्ली. आईआरएस (सेवानिवृत्त) 38, ट्रेल्स, मानिकोंडा, आर आर जिला, हैदराबाद – 500089 मोबाइल : 9788919555 ईमेल : knageshwarrao@gmail.com	Shri Nageshwar Rao Koripalli, IRS(Retd.) 38, The Trails, Manikonda, R. R. District Hyderabad – 500089 Mobile: 9788919555 Email: knageshwarrao@gmail.com	

## 2. Abbreviations

EMD	Earnest Money Deposit
DD	Demand Draft
S/W	Network Switch
F/W	Network Firewall
ToR	Top of Rack Switch
DMZ	De-militarized Zone
AMC	Annual Maintenance Contract
OEM	Original Equipment Manufacturer
NGFW	Next Generation Enterprise Firewall
IPS	Intrusion Prevention System
SOC	Security Operations Centre
SIEM	Security Incident and Event Management
NBD	Next Business Day
DC	Data Centre, Mumbai
DR Site	Disaster Recovery Site, Chennai
RCA	Root Cause Analysis
PM	Preventive Maintenance
LD	Liquidity Damages
DDoS	Distributed Denial of Service
SP	Service Provider
IPv4	Internet Protocol Version 4
IPv6	Internet Protocol Version 6
NOC	Network Operating Centre
SoW	Scope of Work
CSOC	Cyber Security Operating Centre

### **3. Introduction and Disclaimers**

#### **3.1. Purpose of RfP**

3.1.1. The purpose of RfP is to Shortlist Internet Service Provider (ISP) for Supply, Commissioning and Maintenance of Dedicated (1:1 uncompressed, unfiltered and unshared) Internet links of various bandwidths with scrubbing facility (DDoS) protection for its Data Center at Mumbai and DR Site at Chennai and Mumbai Office.

3.1.2. The contract duration is THREE (3) years extendable for a further period of six months.

3.1.3. Details of the tender are given in the subsequent sections of this document.

#### **3.2. Information Provided**

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

#### **3.3. Disclaimer**

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

#### **3.4. Costs to be borne by Respondents**

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

#### **3.5. No Legal Relationship**

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

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

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

#### **3.7. Errors and Omissions**

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

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### 3.8. Acceptance of Terms

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

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### 3.9. Requests for Proposal

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

<b>Contact Person</b>	A V Syam Sundar	Sanjay Kumar Srivastav
<b>Position</b>	AGM (Systems)	DGM (Systems)
<b>Email ID</b>	avshyam@sidbi.in	ssrivastav@sidbi.in
<b>Telephone No.</b>	+91 - 44 -66636052	+91 - 44 -66636005

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

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

3.9.4. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

3.9.5. SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

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### 3.10. Notification

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

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## 4. Background

### 4.1. About SIDBI

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

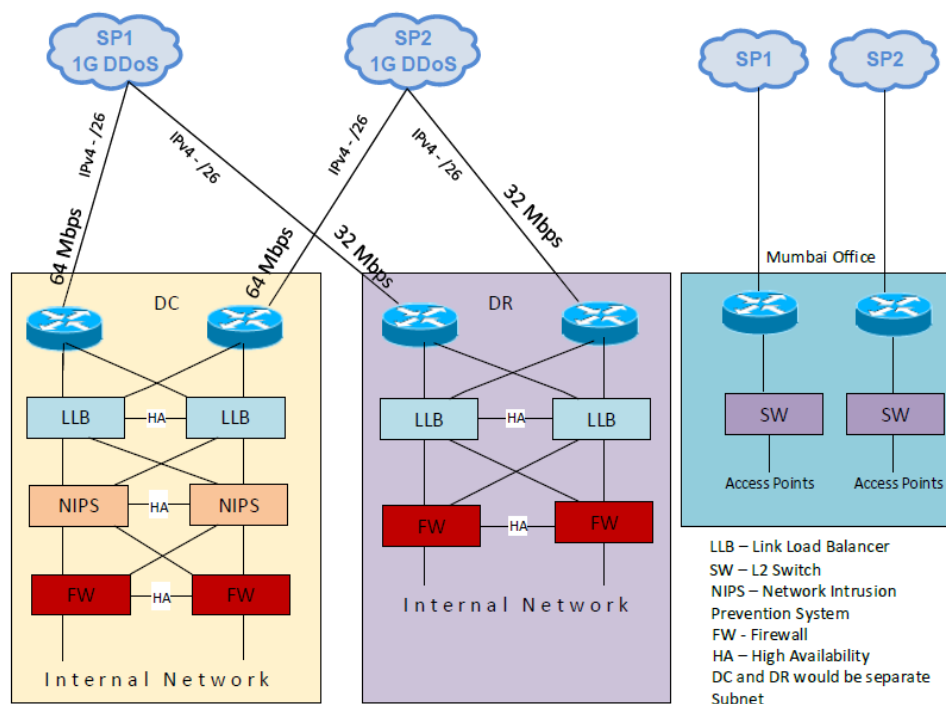
The mission of SIDBI is to empower the Micro, Small and Medium Enterprises (MSME) sector with a view to contributing to the process of economic growth, employment generation and balanced regional development having objective to serve as a single window for meeting financial and developmental needs of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

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

The bank provides its services through a network of more than 100 offices located all over India. Detailed information on the functions of the bank is provided on the website [www.sidbi.in](http://www.sidbi.in).

### 4.2. Current Setup

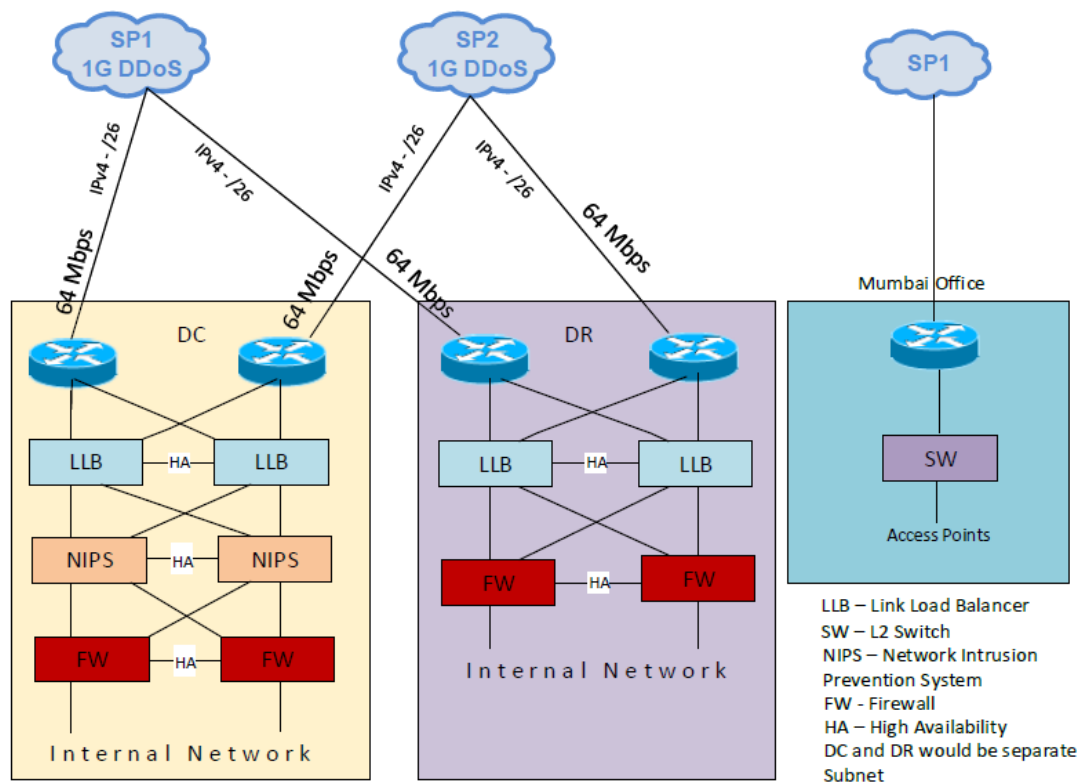
- 4.2.1. SIDBI has centralized setup with Datacenter [DC] at Mumbai and DR Site at Chennai. All locations/offices are connected to DC and DR over IP MPLS VPN based WAN.
- 4.2.2. Bank has Internet Gateways at DC and DR and all locations / offices access the Internet over IP MPLS VPN with proxy authentication.
- 4.2.3. The Internet bandwidth is procured from multiple service providers and the links are terminated on link load balancer deployed in HA mode at DC and DR for load sharing, Bandwidth management, DNS etc.
- 4.2.4. The services procured from Service Providers are managed services, wherein the SP has provided Internet bandwidth of requisite capacity. The routers used for termination of links are owned by the Bank. Further, the SP also carries out management, proactive monitoring, configuration changes, reporting etc
- 4.2.5. Bank has also procured block of /26 block of IPv4 and 256 numbers of IPv6 Public IP address from respective service providers for DC and DR.
- 4.2.6. Bank uses Internet for:
  1. Browsing, FTP; Mail traffic, WebEx, Remote access etc.
  2. Hosting web servers / facilities
  3. Carrying out Video Conferencing with external parties / customers / Govt. Departments etc.
- 4.2.7. The current Architecture diagram is as given below:



### 4.3. Tender Objective

- 4.3.1. RfP is for Supply, Commissioning and Maintenance of Dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection (scrubbing facility) from the Internet Service Provider (ISP).
- 4.3.2. SIDBI intends to procure:
  - 4.3.2.1. dedicated (1:1; uncompressed, unfiltered and unshared) Internet bandwidth from SP with DDoS Protection (scrubbing facility) along with /26 block of IPv4 and 256 numbers of IPv6 Public IP address for its DC at Mumbai and DR at Chennai.
  - 4.3.2.2. Routers for termination of Internet links at DC, DR. The router should be provided by the service provider under OPEX basis with on-site comprehensive L1 bidder support.
  - 4.3.2.3. Additional dedicated (1:1; uncompressed, unfiltered and unshared) Internet bandwidth) for corporate office at Mumbai, if required.
- 4.3.3. The bidder to note that, based on its business requirements bank may also procure Internet bandwidth with / without DDoS protection for any location other than the above mentioned at the contracted rate as and when required during period of contract.
- 4.3.4. The period of the contract is for THREE YEARS from the date of acceptance of links.
- 4.3.5. The services are complete managed services wherein the SP has to provide the requisite bandwidth, router (on OPEX basis) and other hardware required for connectivity. Further, the service provider has to carry out management, monitoring, reporting, configuration changes as required by bank from time to time etc.

- 4.3.6. Provide a single window service for last mile connectivity, bandwidth including ownership of media, network hardware, ordering, implementation, operations, review and billing.
- 4.3.7. Rate contract for future up-gradation of Internet bandwidth and DDoS protection.
- 4.3.8. Rate contract for future addition of links at other locations / offices.
- 4.3.9. The architecture proposed for connectivity is as follows:



- 4.3.10. Detailed scope of work given in [Section 5](#).
- 4.3.11. It may also be noted that all the activities in the IT operation are subject to audit / inspection by both internal/external auditors/RBI. Selected Bidder [Service Provider] must take same into consideration while delivering the desired services.
- 4.3.12. The selection process consists of three phases viz., 1) Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.
- 4.3.13. The bank would shortlist service provider as per procedure laid out in “Evaluation of Commercial Bids”.

## 5. Scope of Work

The detailed Scope of Work for the service provider involves:

### 5.1. Bandwidth and Last Mile

5.1.1. The Bidder to provide Dedicated:

1. 64 Mbps (1:1, uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection (scrubbing facility) at Data Center, Mumbai.
2. 64 Mbps (1:1, uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection (scrubbing facility) at DR site, Chennai.
3. Optional 16 Mbps (1:1; uncompressed, unfiltered and unshared) Internet bandwidth for corporate office at Mumbai if required by the Bank and contracted.

5.1.2. The last mile and infrastructure including router proposed by the bidder at DC and DR should be scalable to support 256 Mbps during the period of contract.

5.1.3. The last mile and infrastructure including router proposed by the bidder at Mumbai office should be scalable to support 32Mbps during the period of contract.

5.1.4. Last mile connectivity between banks locations and their local POP or exchange using their own infrastructure i.e. bidder should not hire last mile from another service provider. The last mile at both Mumbai and Chennai should be on fiber and handoff should be on Ethernet. **Wireless last mile is not accepted.**

5.1.5. The service provider should not block any website or a link without the prior permission of SIDBI. However, any abnormal behavior observed should be immediately reported to SIDBI.

5.1.6. Bank would be carrying out VC with external parties over Internet, the link should support VC and protocol(s) should not be blocked.

5.1.7. During the period of contract based on its business requirements, Bank would upgrade the bandwidth of the locations as per the contracted rate.

### 5.2. Public IPs

5.2.1. Block of /26 IPv4 and block of 256 numbers of IPv6 IPs for each link at DC and DR.

5.2.2. Block of /30 IPv4 and block of 16 numbers of IPv6 IPs for link at Mumbai Office or any other office added in future.

5.2.3. The public IPs should be configured with reverse lookups to enable Bank to use the same for hosting web servers, mailing solution etc. Bank also uses Internet for video conferencing with external parties. The link should not block H.323 traffic.

5.2.4. The bank may upgrade to dual stack during the period of contract. The up-gradation of links for dual stack has to be carried out by the bidder without any additional cost to the Bank.

5.2.5. The Bank may during the period of contract may, make arrangements for Public IP Addresses and ASN from the APNIC. In that case and on demand from the Bank, the successful bidders unconditionally shall have to configure these IP addresses and on successful commissioning, shall withdraw their own IP addresses.

### 5.3. Customer Premises Equipment

5.3.1. The bidder to provide router at DC Mumbai and DR site Chennai under OPEX basis.

5.3.2. The router at DC and DR should:

1. Support 100Mbps from day one and should be capable of supporting 256 Mbps during the tenure of the contract.
2. Have 1 WAN and at least 3 LAN interfaces. All interfaces should be Gigabit.

5.3.3. The router at Mumbai Office should:

1. Support 16 Mbps from day one and should be capable of supporting 32 Mbps during the tenure of the contract.
2. Have 1 WAN and at least 1 LAN interfaces. All interfaces should be Gigabit.

5.3.4. All the Routers should be rack mountable. Rack mount kit to be provided by the bidder.

5.3.5. The Router should be configured for log integration with RSA Net Witness SIEM.

5.3.6. The bidder to refer to architecture diagram given in [Section 4.3.9](#) for proposed connectivity.

5.3.7. **Support for Router**

1. **Support**

- a) Bidder support should be comprehensive on-site 24 X 7 X 365.
- b) The bidder by themselves should ensure that all critical/security patches/ upgrades / updates etc. are applied, as and when released by the OEM.
- c) **Preventive maintenance**
  - i. The bidder to carry out preventive maintenance every half year and submit the PM report to bank officials.
  - ii. Preventive maintenance activity should take care of physical verification, device configuration verification, device health checkup, fine-tuning the configuration, security checkup, verification of bugs/patches, up-gradation of firmware/operating system to the latest version (if available from OEM) etc.

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**5.4. DDoS Protection (Scrubbing Facility)**

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5.4.1. The bidder shall provide DDoS attack detection and protection (scrubbing) facility (ONNET) of 1G catering to both DC and DR links (Pool) to filter the traffic as per Bank's requirement.

5.4.2. The solution must be able to detect and mitigate different types of Distributed Denial of Service (DDoS) attacks:

- TCP SYN Flood
- Spoofed TCP-SYN Flood
- SYN/ACK Reflection Flood
- TCP ACK Flood
- Smurf attack
- Ping Flood
- Ping of Death
- ICMP Echo request Flood
- Mydoom
- UDP Flood

- Nuke
  - DNS amplification attack
  - IP Fragmented attack
  - Any other types of flooding attacks
- 5.4.3. The solution must be able to protect all internet protocols used including HTTP, DNS, FTP, IPSEC etc.
- 5.4.4. End user response times must not be significantly impacted during DDoS attacks when service provider is mitigating the attack
- 5.4.5. The solution must have a demonstrated ability to protect against potentially large volumes of DDoS attacks
- 5.4.6. Regular testing of service and base lining should be done in conjunction with the customer at least once in a year to validate the operation of DDoS mitigation services
- 5.4.7. Vendor's solution should automatically learn and adapt to changes in customer traffic profile.
- 5.4.8. Vendor's solution should have ability to block IPs from any location (known, unknown, suspected geographical locations).
- 5.4.9. The solution should have capability to generate Alerts and Logs that DDoS attack has been detected. Vendor should also notify the Bank in timely manner through SMS on mobile or through E-mail to the registered credentials of the concerned Bank Official when any DDoS attack is detected.
- 5.4.10. Vendor shall provide the customer 24X7X365 access (except during excluded events) to the customer portal for access its information
- 5.4.11. Vendor should provide unique User ID and Password to access the customer portal for viewing reports and alerts of DDoS.
- 5.4.12. Vendor scrubbing centers should be located in India and should have high availability.
- 5.4.13. Vendor should have 24X7X365 help desk for Real time attack monitoring and reporting
- 5.4.14. Vendor should provide web portal to verify the status of mitigation and download reports of incidents happened
- 5.4.15. **Detection and Mitigation Process**
1. **For Attack less than or equal to 1G**
    - a) Attack Notification within 15 minutes of Identification.
    - b) Automatic Attack Mitigation, Mitigation/Scrubbing begins within 30 minutes of attack identification.
    - c) Necessary Reports to be submitted to the Bank.
  2. **For Attack more than 1G**
    - a) Attack Notification within 15 minutes of Identification.
    - b) Automatic Attack Mitigation, Mitigation/Scrubbing begins within 30 minutes of attack identification. The solution should be able to scrub the attack and allow the legitimate traffic to flow and ensure that bank servers are not affected. Bank should be duly informed about when DDoS attack has crossed 1G limit to enable Bank to take necessary steps.



- c) Necessary reports (as proof) to be submitted to bank within 24 hours of the attack notification.
  - d) The same will be reviewed by the Bank for necessary action and intimation to bidder.
3. Bank may during the period of contract increase / decrease the scrubbing capacity to higher capacity as per the contracted rate in this RfP.

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#### **5.5. Management, Monitoring and Reporting**

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- 5.5.1. The vendor should provide proactive maintenance, management and monitoring of the Internet Bandwidth links to meet the desired SLA as specified in Service Level Agreement.
- 5.5.2. The bidder should carry out configuration changes as and when required by SIDBI.
- 5.5.3. The bidder should provide interface to SIDBI for monitoring: utilization, performance reports on Real Time, Hourly, Daily, Weekly, Monthly basis.
- 5.5.4. The bidder should provide help desk support on 24X7X365 basis. Help desk facility should be accessible over Phone (toll free number) and E-mail.
- 5.5.5. Bidder has to submit escalation matrix and keep it up to date during the entire period of the contract.

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#### **5.6. Up-gradation / De-gradation of Bandwidth and Scrubbing Facility**

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- 5.6.1. Bank may upgrade / degrade the bandwidth and / or scrubbing capacity from the initial contracted value to higher / lower value permanently.
- 5.6.2. In case of upgrade / degrade Bank would place order / intimate the bidder.
- 5.6.3. The bidder to carry out up-gradation of bandwidth within TWO WEEKS and de-gradation within ONE WEEK from the date of issue of PO / intimation.
- 5.6.4. The bidder has to carry out up-gradation / de-gradation of scrubbing capacity within 24 HOURS from the date of placing order / intimation.
- 5.6.5. Payment would be made as per the contracted rate for that, particular capacity on prorated basis.

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#### **5.7. Contacting for Operations**

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- 5.7.1. The Bank has network team at DC and DR for monitoring and liaising with service provider for network related issues. The Bank network team will be single point of contact with the Bidder [Service Provider] NOC team for all service-related issues.
- 5.7.2. The Bidder [Service Provider] to provide details of call lodging procedure along with escalation matrix.

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#### **5.8. Shifting and Surrendering of Links**

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- 5.8.1. Due to business requirements bank may shift the DC and/or DR to any location within India. The shifting may be to alternate bank premises or co-location (third party premises).
- 5.8.2. In case of shifting / co-location of DC or DR site to alternate location of Bank / third party, bidder would be intimated to carry out feasibility study. The bidder has to submit feasibility report **within 2 WEEKS** from the date of intimation.

- 5.8.3. If the bidder is feasible at new location, Bank would place order with the Bidder at the contracted rate for shifting and operationalization of links.
- 5.8.4. The bidder should carry out de-commissioning, dismantling, un-mounting of hardware from the old location and commissioning, rack mounting and configuration of hardware etc at the new location. Packing and Physical shifting of CPE will be undertaken by Bank.
- 5.8.5. The bidder has to commission the links at new location **within 4 WEEKS** from the date of purchase order.
- 5.8.6. All support, warranty etc. should be applicable at new location. No additional cost whatsoever would be paid by Bank.
- 5.8.7. Non submission of feasibility report and / or carrying out of shifting / commissioning of links at new location as per schedule mentioned above will attract LD as specified in **Section 10.3** of RfP.

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#### **5.9. Review meetings**

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- 5.9.1. SIDBI will review and discuss the performance of network monthly during first week of every month.
- 5.9.2. Bidder to forward the minutes of the minutes within 5 working days.
- 5.9.3. All review meetings will be held at SIDBI, IT Vertical. Currently, IT Vertical is at Chennai.

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#### **5.10. Providing MIB of Router**

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

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#### **5.11. Important Note**

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- 5.11.1. Any equipment (if necessary), for providing the last mile connectivity will have to be supplied, installed and maintained (all throughout the service period) by the service provider and shall remain their property.
- 5.11.2. All the equipment supplied by the bidder [Service Provider] to provide Internet bandwidth should comply with the policies laid down by the Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice/video and data traffic from a location outside the country.
- 5.11.3. The Bidder will be solely responsible for all liaisoning, regulatory and follow up jobs with the external agencies e.g. DoT, WPC etc, for submitting applications/papers seeking all necessary approvals to meet project requirements/submission of payments etc., during project planning, execution, and tenure of contract.
- 5.11.4. Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access etc., of Internet link the same will be intimated to the Bidder. The Bidder [Service Provider] to carry out the changes for enabling bank to comply on the same. No additional cost would be paid by Bank.
- 5.11.5. All claims for functional / technical delivery made by the Bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.



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## **5.12. Site Inspection**

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- 5.12.1. The bidder has to inspect the Data Center, Mumbai and DR Site, Chennai within 7 working days after issue of order/Lol for site requirement analysis i.e. space, cabling, electrical power requirement (number of sockets and their capacity etc) required for installation of hardware and termination of MUX.
- 5.12.2. The bidder should submit site inspection report indicating the details of requirement.
- 5.12.3. The bidder scope under cabling is upto termination of fiber cable in MUX. Internal cabling from MUX to Router would be responsibility of Bank.
- 5.12.4. All external cabling till MUX has to be carried out with proper clamping and labeling.
- 5.12.5. 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.

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## **5.13. Responsibility of SIDBI**

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- 5.13.1. Make available site for installation with UPS power, rack space, earthing, internal cabling (fiber / UTP) from MUX to Router and patch chords/panels (fiber, UTP).
- 5.13.2. Provide details of contact person at the location/office who would be coordinating during installation.
- 5.13.3. Providing downtime for installation / preventive maintenance of equipment. The vendor should communicate at least one week in advance, the proposed date for preventive maintenance etc, based on which downtime would be obtained from the locations/offices.

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## 6. Minimum Eligibility Criteria

6.1.1. The bidder to satisfy the following pre-qualification criteria.

S.N.	Criteria	Proof to be Submitted
1	The bidder should be a Company Registered under Company act and should be in business for at least five (5) years as on March 31, 2020.	Copy of registration certificate to be submitted.
2	The bidder should have experience of providing Internet links for at least three years.	Self-declaration on the letter head signed by authorized signatory to be submitted.
3	The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide National Long Distance services in India. The validity of the license should be at least for the duration of the contract period.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal.
4	The bidder should have a minimum average annual turnover of at least ₹10 crore over the last three (3) years i.e. FY 2018, 2019 and 2020.	Supporting the fact the bidder should furnish:
5	The bidder should have positive networth and cash profit (i.e., no cash loss) in 2 years out of last 3 years.	a) Audited annual reports for FY2017-18, FY 2018-19 and FY2019-20 and b) CA certificate for FY2017-18, FY 2018-19 and FY2019-20.  The CA certificate should provide the details of networth, cash profit and turnover for last three years.
6	The bidder/ISP must be a Tier -1 provider and Category-A (Class-A) ISP license holder from DoT, Government of India.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal.
7	ISP should have their OWN International Gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite).	Certification / Undertaking letter from the bidder with details about the International gateway duly signed by authorized signatory with Company seal.
8	The bidder should be a member of NIXI and shall be peering IPv4 and IPv6 with NIXI at least two locations.	Certification / Undertaking letter from with details, from the bidder duly signed by authorized signatory with Company seal.
9	The bidder must possess valid certification such as TL 9001 and / or ISO 27001.	Copies of the certificate to be provided along with self-attestation by the authorized signatory with company seal.
10	The bidder should have dual stack (IPv4 and IPv6) network.	Certification / Undertaking letter from the bidder with details duly signed by authorized signatory with Company seal.

S.N.	Criteria	Proof to be Submitted
11	The ISP should have successfully commissioned and maintained a minimum of one <u>Internet Link with DDOS /Scrubbing facilities</u> during last 3 years to at least one Schedule commercial bank/ PSUs/ Central / State Govt. Organization within India.	a) Purchase orders and confirmation along with performance certificate from existing customer(s) OR b) Any other documentary evidence from existing customer(s).
12	The bidder should have their own Network Operating Center (NOC) with a centralized call logging facility in India to provide 24X7X365 customer support.	Certification / Undertaking letter from the bidder duly signed by authorized signatory with Company seal.
13	ISP should not load balance the mitigation of customer traffic to scrubbing centers outside of Indian territory and should have DR facility within Indian Territory	Certification / Undertaking letter from the bidder signed by the authorized signatory with company seal.
14	The bidder should be capable of providing browser based tool for checking of Internet Bandwidth Utilization / Performance on Real Time, Hourly, Daily and Weekly basis.	Certification / Undertaking letter from the bidder signed by the authorized signatory with company seal.
15	The bidder should have provided premium <u>Internet Bandwidth of at least 25Mbps</u> during last 3 years to at least one Schedule commercial bank/ PSUs/ Central/State Govt. Organization within India.	a) Copies of the purchase order issued OR b) A certificate / letter from the organization for having completed the project successfully and its satisfactory performance to be submitted.
16	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	Self-declaration to this effect on company's letter head signed by company's authorized signatory as per <b>Annexure-VI</b> .
17	Power of attorney (to bind the bidder to the contract), in favour of Bidder's representative who would be signing all the pages of the bid.	Power of Attorney as per format given in <b>Annexure – V</b> to be submitted.

- 6.1.2. The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criteria mentioned above is mandatory.
- 6.1.3. Only those who fulfill all the eligibility criteria will qualify for further evaluation.
- 6.1.4. Photocopies of relevant documents / certificates duly attested by authorised signatory and company seal affixed should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- 6.1.5. Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

## 7. 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.

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.

### 7.1. Pre-bid Meeting

- 7.1.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting. No query will be entertained after the pre-bid meeting.
- 7.1.2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
- 7.1.3. While sending the clarifications / queries to the Bank, bidders should mention, without fail, the contact details viz. Name, Official E-mail Id, and Mobile Number of the representative who would be attending the meeting. Bank shall send meeting invite only to the person whose details have been shared with the Bank.
- 7.1.4. In case, the meeting invite is not received by any of the designated representatives before Pre-Bid meeting Bidder should call or mail to Bank's designated officials whose details are given in 'Critical Information' sheet.
- 7.1.5. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 7.1.6. Clarification sought by bidder should be made in writing (Letter/E-mail) and submitted on or before the date as indicated in the Critical Information sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 7.1.7. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank ([www.sidbi.in](http://www.sidbi.in)) website and CPP Portal after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 7.1.8. 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.

### 7.2. Amendment to the bidding document

- 7.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 7.2.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 7.2.3. The amendment will be posted on Banks website ([www.sidbi.in](http://www.sidbi.in)) and CPP portal (<http://eprocure.gov.in>).
- 7.2.4. All Bidders must ensure that such clarifications/amendments have been considered

by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

### 7.3. Language of Bid

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

### 7.4. Documents Comprising the Bid

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

### 7.5. Bid Currency

Bids should be quoted in Indian Rupee only.

### 7.6. Tender Form Cost

Non-refundable Bid Price of Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only inclusive of GST) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', payable at Chennai must be submitted separately along with RFP response.

RFP Cost may be deposited directly in following SIDBI's Bank A/C and copy of e-receipt should be submitted along with documents. SIDBI's Bank A/C Details are as under:

<b>Account Name</b>	Small Industries Development Bank of India
<b>Name of the Bank</b>	State Bank of India
<b>Name of the branch</b>	SME ANNA SALAI
<b>Account number</b>	37812235926
<b>Type of account</b>	Current
<b>Beneficiaries name</b>	SIDBI
<b>IFSC code of the branch</b>	SBIN0070644
<b>Branch Code (MICR)</b>	600002403

### 7.7. Earnest Money Deposit (EMD)

7.7.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of amount of Rs.1,50,000/-.

7.7.2. EMD should be in the form of:

- Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Chennai **OR**
- 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 - VIII**.
- EMD may be deposited directly in following SIDBI's Bank A/C and copy of e-receipt should be submitted along with documents. SIDBI's Bank A/C Details are as under:

<b>Account Name</b>	Small Industries Development Bank of India
<b>Name of the Bank</b>	State Bank of India
<b>Name of the branch</b>	SME ANNA SALAI
<b>Account number</b>	37812235926

Type of account	Current
Beneficiaries name	SIDBI
IFSC code of the branch	SBIN0070644
Branch Code (MICR)	600002403

7.7.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

7.7.4. Request for exemption from EMD (Security Deposit) will not be entertained.

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

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

7.7.6. 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.

7.7.7. 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.

7.7.8. The bid security (EMD) may be forfeited:

- If a Bidder withdraws its bids during the period of bid validity.
- 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.
- 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.
- In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

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## 7.8. Period of Validity of Bids

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

7.8.2. 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 provided shall also be extended.

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

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## 7.9. Deadline for submission of Bids

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7.9.1. The bids must be received by the Bank at the specified address not later than the date specified in "Critical Information" section.

7.9.2. 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.

7.9.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



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#### **7.10. Late Bids**

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

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

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- 7.11.1. 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.
- 7.11.2. 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.
- 7.11.3. No bid may be modified or withdrawn after the deadline for submission of bids.
- 7.11.4. 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.

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#### **7.12. Conditional Bids**

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

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#### **7.13. Contacting the Bank**

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- 7.13.1. 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.
- 7.13.2. 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.

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#### **7.14. Opening of Bids by the Bank**

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- 7.14.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- 7.14.2. 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.
- 7.14.3. 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.
- 7.14.4. 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.

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#### **7.15. Pre Contract Integrity Pact**

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

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

#### 7.16. Documents to be submitted

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

Envelope #	Bid Contents	No. of Copies	Label of Envelope
1	<p><b><u>Minimum Eligibility</u></b></p> <p>a) DD/ Pay Order / BG / direct deposit for Rs.1,50,000/- towards EMD. The BG should be as per format given in <b>Annexure – VIII.</b></p> <p>b) DD/ Pay Order for <b>Rs.1,180/-</b> towards cost of tender form.</p> <p>c) Bid Forwarding Letter as per <b>Annexure – I.</b></p> <p>d) Minimum eligibility criteria as per <b>Annexure – II.</b></p> <p>e) Masked Price Bid without indicating the price as per <b>Annexure – IV</b> should be submitted.</p> <p>f) Power of Attorney for authorized signatory – <b>Annexure – V.</b></p> <p>g) Non-Blacklisting – <b>Annexure –VI.</b></p> <p>h) Non-disclosure agreement - <b>Annexure –XI.</b></p> <p>i) Pre contract integrity pact – <b>Annexure – IX.</b></p> <p>j) Statement of deviation as per <b>Annexure -X.</b></p> <p>k) Bank Mandate Form – <b>Annexure –VII.</b></p>	01 Editable soft copy	<p><b><u>“Minimum Eligibility”</u></b></p> <p>RfP for Procurement of Internet Bandwidth– Tender No. 500/2021/1615/CBO/ITV”</p>



Envelope #	Bid Contents	No. of Copies	Label of Envelope
2	<p><b>Technical Bid</b></p> <p>Technical Bid as per <b>Annexure - III</b>.</p> <p>Data sheets/printed literature of all the components being quoted.</p>	01 Editable soft copy	"Technical Bid - RfP for Procurement of Internet Bandwidth – Tender No. 500/2021/1615/CBO/ITV"
3	<p><b>Commercial Bid</b></p> <p>Commercial Bid as per <b>Annexure –IV</b>.</p>	01	" <b>Commercial Bid -</b> RfP for Procurement of Internet Bandwidth – Tender No. 500/2021/1615/CBO/ITV"

### 7.17. Sealing and Marking

- 7.17.1. The Bid shall be typed or written in indelible ink, all pages numbered and shall be signed by the Bidder representative on whose favour Power of Attorney is issued to bind the Bidder to the Contract.
- 7.17.2. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.
- 7.17.3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 7.17.4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 7.17.5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 7.17.6. 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.
- 7.17.7. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.
- 7.17.8. Each of the envelope(s) shall be addressed to the Bank at the address given below:

The Dy. General Manager (Systems)  
Small Industries Development Bank of India  
Information Technology Vertical,  
2<sup>nd</sup> Floor, Overseas Towers,  
756L, Anna Salai,  
**Chennai – 600002**

### 7.18. Hosting of RfP

- 7.18.1. The RfP is hosted on SIDBI website [www.sidbi.in](http://www.sidbi.in) and also on Central Public Procurement Portal (CPPP) [eprocure.gov.in](http://eprocure.gov.in).
- 7.18.2. SIDBI reserves the right to change the dates mentioned above.
- 7.18.3. Changes and clarification, if any, related to RfP will be posted on [www.sidbi.in](http://www.sidbi.in)

and eprocure.gov.in only.

- 7.18.4. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

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### **7.19. Erasures or Alterations**

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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.

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### **7.20. Public Procurement Policy on Micro and Small Enterprises (MSEs)**

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- 7.20.1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 7.20.2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- 7.20.3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- 7.20.4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 7.20.5. The bidder to note that, in the current RfP splitting of order is not applicable.

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## **8. Evaluation Methodology**

### **8.1. Clarification of bids**

- 8.1.1. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Courier/Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 8.1.2. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
- 8.1.3. Any deviations from the specifications should be clearly brought out in the bid.
- 8.1.4. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

### **8.2. Preliminary Examinations**

- 8.2.1. 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.
- 8.2.2. 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.
- 8.2.3. 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.
- 8.2.4. 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.
- 8.2.5. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 8.2.6. 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.
- 8.2.7. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

### **8.3. Technical Evaluation**

- 8.3.1. Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 8.3.2. 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.

- 8.3.3. During Technical evaluation the Bank at its discretion can ask the bidders for the demonstration / POC of all or some components/ features and components of the solution quoted by them.
- 8.3.4. However, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration / POC.
- 8.3.5. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder
- 8.3.6. Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

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#### **8.4. Commercial Evaluation and Short-listing of Bidder**

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##### **8.4.1. Commercial Evaluation**

1. In this phase, the Commercial Bids of the Bidders [Service Provider], who are technically qualified, shall be opened. The Commercial Bid should contain the total cost of all services, comprising of all line items as mentioned in the Commercial bid of RfP.
2. *Bidders who do not qualify the technical evaluation will NOT be invited for opening of commercials.*
3. The bidders must therefore nominate its authorized representative to be present during commercial evaluation.
4. Lowest cost bid would be arrived as follows:
  - a) **X1** = Cost of internet bandwidth with support and management charges, DDoS, Router support charges and public IPs as per **Table-1 of commercial bid**.
  - b) **X2** = Up-gradation charges for bandwidth and DDoS facility for various capacities as per **Table-2 of commercial bid**.
  - c) **Total (T) = X1 + X2**
5. Based on the total cost (T) quoted by the Bidders [Service Provider], the Bidders would be declared L1, L2, L3 .....

##### **8.4.2. Arithmetic errors correction**

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

1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct
5. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.

#### **8.4.3. Short listing Bidder**

The bank would shortlist L1 bidder and award contract for providing:

##### Mandatory services:

- i. 64Mbps Internet bandwidth with Router and block of /26 IPv4 and 256 IPv6 IPs for DC.
- ii. 64Mbps Internet bandwidth with Router and block of /26 IPv4 and 256 IPv6 IPs for DR
- iii. 1G scrubbing facility (Pooled) for DC and DR links.

##### Optional services:

- iv. Separate PO will be placed for 16Mbps Internet bandwidth with router and block of /30 IPv4 and 16 numbers of IPv6 IPs for Mumbai Office as and when desired by the Bank.

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#### **8.5. Award and Signing of Contract**

- 8.5.1. Initially Bank will issue Lol / Purchase order to the successful bidder(s). The selected bidder has to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- 8.5.2. The successful bidder(s) shall be required to enter into a contract/SLA with the Bank, within 30 days of the award of the Lol / Purchase order. Format of contract form given in **Annexure –XIII**.

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## 9. Service Level Agreement

### 9.1. Performance Requirement

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

S. N.	Parameter	Specifications
1	Working days	Seven days a week (Monday to Sunday)
2	Uptime	99.5% on monthly basis for each link, with 100% port availability. The bandwidth to be symmetric
3	Uptime Calculation	The percentage uptime shall be calculated on monthly basis as follows: Availability (in %) = $(\text{Total no of Hours in month} - \text{Total Outage Hours in month}) \times 100 / (\text{Total No of Hours in month})$
4	Throughput	100% non-blocking
5	Latency Local Lead	<30ms
6	Packet Loss/Drop	1 out of every one million packets
7	Jitter	10ms (maximum)
8	Proactive monitoring Internet Links end-to-end and Help Desk support	24 X 7 X 365
9	Incident Reporting	Monthly
10	Minimum Time to Restore.	Maximum 3.6 hours
11	Online portal for bandwidth utilization, link performance etc.	<ul style="list-style-type: none"> <li>• Real Time, Hourly, Daily, Weekly and Monthly</li> <li>• Vendor should provide unique User ID and Password to access the customer portal for viewing reports and alerts of DDoS</li> </ul>
12	Up-gradation and de-gradation of bandwidth	<b>Up-gradation</b> - two weeks from date of Purchase Order and <b>De-gradation</b> – one week from the date of purchase order
13	Up-gradation of DDoS capacity	24 hours from date of Purchase order.
14	Shifting of links	<b>Feasibility:</b> - 2 week from the date of intimation <b>Shifting:</b> - 4 weeks from the date of purchase order
15	Dedicated Account Management Team. (Bidder to communicate the details)	Single point of contact for service requirements such as ordering, implementation, operations and billing.

### 9.2. Uptime and Exclusions

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

#### 9.2.2. Exclusions

1. Scheduled downtime mutually agreed, to be excluded from calculation of

uptime.

2. Downtime due to force majeure.
3. Downtime due to power failure at site.
4. Any downtime, other than mentioned in item as above will be excluded for calculation of uptime, if mutually agreed in writing by the bidder and SIDBI.

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## 10. Special Terms and Conditions

### 10.1. Price

- 10.1.1. Prices quoted by the bidders should include all local taxes, GST, duties, levies, transportation costs, back to back support with OEM during warranty, insurance costs, training etc., till the bid validity period.
- 10.1.2. Once a contract price is arrived at, the same must remain firm 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.
- 10.1.3. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods at site including incidental services and commissioning.
- 10.1.4. 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.
- 10.1.5. No other cost whatsoever will be paid by SIDBI.

### 10.2. Terms of Payment

- 10.2.1. The standard payment terms of SIDBI are given below:

**Cost of Internet Bandwidth, DDoS, Router and Public IPs – Table-1 “Commercial bid”.**

- a) Payment of recurring charges will be paid quarterly in arrears in equal installments.
  - b) The bidder before raising invoice has to collect the penalty statement from the Bank and raise invoice for the quarter along with credit note for penalty for that quarter. The net of same will be released.
  - c) **Payment of first installment will be released only after submission of Performance Bank Guarantee and finalization of contract document.** Format of Contract form is given in **Annexure –XIII**. In case of delay in commencing services, payment will be made on pro-rata basis for the services delivered after deducting applicable LD, if any.
  - d) Payment for any quarter will be made after deducting TDS/other taxes and applicable LD pertaining to the quarter.
  - e) On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
  - f) Payment for subsequent quarters will be made only after the payments of previous quarters have been released.
- 10.2.2. All the payments will be made by SIDBI electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure –VII**) along with cancelled cheque in original with Minimum Eligibility bid.
  - 10.2.3. Bidder will be required to furnish the documentary proof as specified above while claiming the appropriate payment.



- 10.2.4. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 10.2.5. TDS, if any, will be deducted while releasing the payment.
- 10.2.6. All Payments will be made to the Bidder in Indian Rupee only.
- 10.2.7. All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/invoice, if applicable.
- In case of LD to be charged to bidder, bank will intimate the amount of LD and bidder has to raise credit note/invoice. The amount payable would be net of debit and credit note / invoice.
- 10.2.8. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accept
- 10.2.9. **Payment in case of Termination of contract** – In case the contract is terminated payment will be made on pro rata basis for the period services have been delivered, after deducting applicable LD, TDS and adjusting other pending charges, if any.

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### 10.3. Liquidity Damages

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#### 10.3.1. Delay in Project Implementation / commissioning

1. The bidder should undertake to commission the link / services / Router as per SoW within **FOUR WEEKS** from the date of purchase order / letter of Intent.
2. In the event of non-commissioning of connectivity / delivery of Router, bank will impose LD at the rate of 1% of the order value for late delivered services for every week's delay subject to maximum of 10% of the order value for late delivered services.
3. In case delay exceeds 10 weeks bank has right to cancel the order.

#### 10.3.2. Delay in Up-gradation and De-gradation

1. The bidder should upgrade the bandwidth within **2 WEEKS** and scrubbing facility within **24 HOURS** from the date of purchase order. In the event of non-up-gradation bank shall be entitled to impose LD @1% of the additional up-gradation cost for the service per week delay subject to a maximum of 10% of the additional up-gradation cost of the service.
2. The bidder should degrade the bandwidth within one week from the date of purchase order. In case the bidder does not degrade the bandwidth, payment will be released on the revised value only.
3. If the bidder fails to upgrade the link or scrubbing facility as mentioned above, the Bank has the right to cancel the contract.

#### 10.3.3. Availability / Uptime

- a) The links will be treated as down if the service is not accessible. i.e. hardware failure and/or link failure
- b) Bidder should give uptime guarantee of 99.5% on monthly basis. In case uptime falls below the guaranteed level, bank shall be entitled to impose LD. Levy of LD is without prejudice to other rights and remedies available under this agreement. LD will be calculated as under:

Uptime (%) Per Month	Penalty
Committed SLA $\geq 99.5\%$	Nil
$\geq 98.5$ and $< 99.5$	10% of monthly BW charges
$\geq 97.5$ and $< 98.5$	20% of monthly BW charges
$\geq 96.5$ and $< 97.5$	30% of monthly BW charges
$\geq 95.5$ and $< 96.5$	40% of monthly BW charges
$\geq 94.5$ and $< 95.5$	50% of monthly BW charges
$< 95.5\%$	75% of monthly BW charges

- c) Further if the number of link down Instances during a month exceed 3 times or more, the additional penalty of 10% of the monthly charges will be applicable over and above the downtime penalty as mentioned above. Bank also reserves the right to terminate the link in such case.
- d) The link will be treated as down even if the router provided by the vendor is down and LD will be calculated accordingly.

#### 10.3.4. **Delay in Shifting of links**

- The vendor should also undertake to carry out feasibility within **2 WEEKS** from the date of intimation and actual shifting of links within **4 WEEKS** from the date of purchase order i.e. total **4 WEEKS**. In case there is delay in shifting, Bank will impose penalty of 1% of the shifting cost per week delay subject to a maximum of 10% of shifting order value.
- If the successful bidder fails to commission/upgrade the link as mentioned above, the Bank has rights to cancel the contract

### 10.4. **Termination**

#### 10.4.1. **Termination for default**

- Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part:
  - If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract or
  - If the bidder fails to perform any other obligation(s) under the contract.
- In the event Bank terminates the Contract in whole (all the links) or in part (one or more links), Bank may procure, upon such terms and in such manner, as it deems appropriate, system or services similar to those undelivered and the bidder shall be liable to Bank for any excess cost for such similar systems or services. However, the bidder shall continue the performance of the contract to the extent not terminated.

#### 10.4.2. **Termination for insolvency**

Bank may at any time terminate the Contract by giving written notice of 1 month to the bidder, if the bidder becomes bankrupt or otherwise insolvent. 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.

#### 10.4.3. **Termination for Non-feasibility**

In case bidder is non-feasible at alternate location during shifting of bank (bank premises / DC / DR), Bank would surrender the respective link by giving one

month notice. Payment for that particular link would be paid till the date of termination. No other cost whatsoever would be paid.

#### 10.4.4. **Termination for convenience**

Notwithstanding anything mentioned above, the Bank reserves the right to cancel / terminate the contract or terminate single link or unsubscribe DDoS facility or surrender IP addresses with **30 days'** notice, without assigning reasons thereto. In such case payment till the termination of the contract would be paid on prorated basis.

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#### 10.5. **Periodic Review & Inspection**

Bank will conduct periodic review and inspection, as and when required, to review vendor performance/ financial stability/ service reliability/SLA as per the metrics/ criteria defined in the RfP/SLA.

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#### 10.6. **Delivery and Installation Schedule**

- 10.6.1. The Bidder should deliver and commission the links including Router within **FOUR WEEKS FROM THE DATE OF PURCHASE ORDER / LOI.**
- 10.6.2. 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.
- 10.6.3. 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
- 10.6.4. 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, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

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#### 10.7. **Delivery and Installation Locations**

- 10.7.1. The equipment and links to be delivered, installed, commissioned and maintained (including support) at the following location:

Location	Address	Contact Details
<b>Data Center</b>	Small Industries Development Bank of India [SIDBI], C/o CrtS Datacenters Ltd, Plot No. GEN 72/1/A, TTC Industrial Area, South Central Road, MIDC Industrial Area, Mahape, Navi Mumbai 400710	<b>Name</b> : Narender Kumar <b>Designation:</b> AGM (Systems) <b>Phone No.</b> : 022-67531238 <b>Mail id</b> : Narender@sidbi.in
<b>DR Site</b>	Small Industries Development Bank of India [SIDBI] Nextra Data Limited F-8, SIPCOT-IT park, Siruseri, Chennai 603103	<b>Name</b> : Ms Anju Rani Jain, <b>Designation</b> : AGM (Systems) <b>Phone No.</b> : 044-66636015 <b>Mail id</b> : anju@sidbi.in

- 10.7.2. Any change in bank contact details will be intimated to shortlisted bidder.

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#### 10.8. **Extension of Contract**

डीडीओएस सुरक्षा के साथ समर्पित (1:1, अनकंप्रेसड, अनफिल्टर्ड एवं अनशेयर्ड) इंटरनेट बैंडविड्थ की आपूर्ति, प्रवर्तन और रखरखाव खरीद के लिए प्रस्ताव के लिए अनुरोध



The bank reserves the right to extend the contract for additional period of 6 months beyond the contractual period of three years under the same terms and conditions.

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## **11. General Terms and Conditions**

### **11.1. Definitions**

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

- 11.1.1. "The Bank", "SIDBI", "Purchaser", "Buyer" means Small Industries Development Bank of India (SIDBI);
- 11.1.2. "Bidder", "Vendor", "Supplier", "Service Provider", "Seller" means the respondent to the RFP document.
- 11.1.3. "RFP". "Tender", "RfP", "Bid document" means the 'Request for Proposal document.
- 11.1.4. "Bid" may be referred to as 'Offer'.
- 11.1.5. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / MSME Development Centre / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 11.1.6. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 11.1.7. "The Goods" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 11.1.8. "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, training, maintenance contract and other such obligations of the Supplier covered under the Purchase Contract;
- 11.1.9. "The Project Site" means DC, Mumbai, DR Site – Chennai, Mumbai Office or any other location of Small industries Development Bank of India.

### **11.2. Use of Contract Documents and Information**

- 11.2.1. 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.
- 11.2.2. 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.

### **11.3. Subcontracts**

- 11.3.1. As per scope of the RFP, the subcontracting is explicitly prohibited. However, if the Bidder later considers subcontracting for certain reasons, the Bidder has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

bidder should then provide subcontracting details to the Bank and if required, Bank may evaluate the same.

- 11.3.2. In case if subcontracting is later permitted at any time, the contracting vendor is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and Bank can obtain independent audit report for the same.

#### 11.4. Acceptance

- 11.4.1. The acceptance / performance test will be performed after completion of installation and commissioning of all the required hardware and links at respective 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.
- 11.4.2. 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.
- 11.4.3. The Installation will be deemed as incomplete if any component of the hardware / software / links are not delivered or are 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.
- 11.4.4. In the event of hardware /software / links failing to pass the acceptance test, a period not exceeding one week 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 to the bidder by the bank along with interest.
- 11.4.5. 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.
- 11.4.6. The Bank 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
- 11.4.7. Acceptance test criteria for all the hardware items and services is given below:

S. N	Nature of activity	Remarks
1	Physical Delivery of the hardware, links etc	The bidder has to deliver and install the items mentioned in the PO at respective locations.
2	Configuration/ Installation and Commissioning	<ul style="list-style-type: none"> <li>The bidder will install, configure, commission the links at respective locations as per the SoW mentioned in RfP.</li> <li>On completion of task, the bidder should submit Installation certificate duly signed by SIDBI officer and bidder engineer.</li> </ul>
3	Acceptance Certificate.	<ul style="list-style-type: none"> <li>After successful working of links for a <u>period of One</u></li> </ul>



S. N	Nature of activity	Remarks
		<p>(1) week from the date of signing the installation certificate, bidder shall obtain acceptance certificate duly signed by SIDBI officials.</p> <ul style="list-style-type: none"> <li>• During acceptance testing bidder to demonstrate and submit report on various parameters pertaining to SLA such as BW, latency, packet loss etc and also link details.</li> <li>• The acceptance would be for both link and Router.</li> </ul>

### 11.5. Governing language

11.5.1. 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.

11.5.2. The technical documentation involving detailed instruction for operation and maintenance, users'

11.5.3. Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

### 11.6. Applicable laws

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

### 11.7. Compliance with all applicable laws

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

### 11.8. Compliance in obtaining approvals/ permissions/ licenses

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

### 11.9. Performance security

11.9.1. 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 **period of contract + THREE months** (invocation period) from the date of acceptance of the services.

- 11.9.2. The performance guarantee to be submitted within ONE month after acceptance of goods/services 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.
- 11.9.3. Since the validity of the BG is linked to the warranty/ acceptance of the hardware / services, the bidder shall submit the BG only after getting the confirmation from the Bank about the acceptance & warranty period.
- 11.9.4. The contract value for performance security would be total cost of **Table-1 and Table-2 of Commercial bid.**

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#### **11.10. Forfeiture of performance security**

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

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#### **11.11. Insurance**

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- 11.11.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 11.11.2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
- 11.11.3. 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
- 11.11.4. 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.

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#### **11.12. Change / Modification in Delivery Locations**

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

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#### **11.13. Right to Alter Quantities**

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The bank reserves the right to alter the requirement specified in the RfP. The bank also reserves the right to delete one or more items from scope of work specified in the RfP.

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#### **11.14. No Commitment to Accept Lowest or Any Offer**

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- 11.14.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 11.14.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 11.14.3. 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.

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#### **11.15. Taken / Brought over of Company**

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

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#### **11.16. No Employer – Employee Relationship**

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

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#### **11.17. Business Continuity**

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The bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank:

1. In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.
2. In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the bank in availing such services from the alternative source

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#### **11.18. Patent Rights**

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- 11.18.1. 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 or abroad, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.
- 11.18.2. The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

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#### **11.19. Corrupt and fraudulent practice**

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

- 11.19.1. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 11.19.2. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.
- 11.19.3. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- 11.19.4. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 11.19.5. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
- 11.19.6. The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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## 11.20. Waiver

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

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## 11.21. Violation of terms

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

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## 11.22. Confidentiality

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- 11.22.1. This document contains information confidential and proprietary to Bank. Additionally, the vendors will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information

to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.

11.22.2. The bidder shall submit a non-disclosure agreement as per **Annexure -XI** on non-judicial stamp paper of appropriate value.

11.22.3. 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.

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### **11.23. IPR Infringement**

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

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### **11.24. Limitation of liability**

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Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision (Clause 11.25 and / or clause 11.33), 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 total order value.

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### **11.25. Privacy and Security Safeguards**

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The bidder shall not publish or disclose in anyh manner, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop precedures and impleemntation plans to ensure that IT resources leaving the control of the bank (removed for repair, replaced or upgraded) are cleared of all Bank data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manne, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location.

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### **11.26. Rights to Visit**

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

11.26.2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

11.26.3. 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.

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### **11.27. 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.

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### **11.28. 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.

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### **11.29. 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.

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### **11.30. Right of Publicity**

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

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### **11.31. Indemnity**

11.31.1. 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 subcontractors or subcontractors' 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
- 11.31.2. 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.
- 11.31.3. 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.

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### **11.32. Force majeure**

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- 11.32.1. 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 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.
- 11.32.2. 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

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### **11.33. Resolution of Disputes**

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- 11.33.1. 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.
- 11.33.2. 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.

- 11.33.3. 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.
- 11.33.4. 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;
- 11.33.5. 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.
- 11.33.6. 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.
- 11.33.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.33.8. For the purpose of all notices, the following shall be the current address:

The Dy. General Manager (Systems)  
Small Industries Development Bank of India  
ITV,  
2<sup>nd</sup> Floor, Overseas Towers,  
756L, Anna Salai,  
Chennai – 600002

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## 12. Annexures



**12.1. Annexure – I: Bid Forwarding Letter**  
**(To be submitted on Bidder's letter head)**

Date:

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

Dear Sir,

**Procurement of Internet Bandwidth**

We, the undersigned, offer to submit our bid in response and accordance with your tender No. 500/2021/1615/CBO/ITV dated February 23, 2021. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document.

We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).

If our offer is accepted, we undertake to provide Services for the solution supplied as per the above referred RFP, during the period of contract.

We agree that, the rates quoted by us would serve as a rate contract for future up-gradations / degradations of bandwidth and DDoS services. The rates would also be applicable for any new link SIDBI proposes to implement in any other location/office.

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

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

We remain,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

## 12.2. Annexure –II: Minimum Eligibility Criteria

### 12.2.1. Details of Bidder

S.N		Documents to be Submitted	Bidders Response
1	Name of the bidder company		
2	Year of establishment		
3	Ownership of Company.		
4	Registration number and date of registration.	Copy of Registration Certificate.	
5	Registered Office Address.		
6	GST Number	Copy of GST Registration certificate	
7	PAN No.	Copy of PAN number.	
8	<b>Address of bidder Office at Mumbai with contact numbers</b>		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
9	<b>Address of bidder Office at Chennai with contact numbers</b>		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
10	<b>Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued).</b>		
a	Name		
b	Designation		
c	Mobile No.		
d	Mail id		
11	<b>Contact Details of Router OEM authorized Representative</b>		
a	Name		
b	Designation		
c	Mobile No.		
d	Mail id		

### 12.2.2. Financials

**Amount in Lakhs**

S.N.	Parameter → / FY↓	Annual Turnover	Cash Profit	Networth
1	2017-18			
2	2018-19			
3	2019-20			
4	Audited annual reports for FY2017-18, FY 2018-19 and FY2019-20 submitted. (Yes / No).			
5	CA certificate for FY2017-18, FY 2018-19 and FY2019-20 submitted. (Yes / No).			

**12.2.3. Eligibility Criteria**

S.N.	Criteria	Proof to be Submitted	Bidder Response
1	The bidder should have experience of providing Internet links for at least three years in India.	Self-declaration on the letter head signed by authorized signatory to submitted.	
2	The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide National Long Distance services in India. The validity of the license should be at least for the duration of the contract period.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal.	
3	The bidder/ISP must be a Tier -1 provider and Category-A (Class-A) ISP license holder from DoT, Government of India. The ISP license should be valid.	The bidder should provide copy of license with self-attestation by the authorized signatory with company seal.	
4	ISP should have their OWN international gateway in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite).	Certification / Undertaking letter from the bidder with details about the International gateway duly signed by authorized signatory and seal affixed.	
5	The bidder should be a member of NIXI and shall be peering IPv4 and IPv6 with NIXI at least two locations.	Certification / Undertaking letter with details from the bidder duly signed by authorized signatory and seal affixed.	
6	The bidder must possess valid certification such as TL 9001 & ISO 27001.	Copies of TL 9001 and ISO 27001 certificates to be provided with self-attestation by the authorized signatory with company seal.	
7	The bidder should have dual	Certification / Undertaking	

S.N.	Criteria	Proof to be Submitted	Bidder Response
	stack (IPv4 and IPv6) network.	letter from the bidder duly signed by authorized signatory and seal affixed.	
8	The ISP should have successfully commissioned and maintained a minimum of one Internet Link with DDOS /Scrubbing facilities during last 3 years to at least one Schedule commercial bank/ PSUs/ Central/State Govt. Organization within India.	Purchase orders and confirmation along with performance certificate from existing customer(s) OR any other documentary evidence from existing customer(s).	
9	The bidder should be capable of providing last mile connectivity on Fiber at both Mumbai and Chennai. <b>Wireless last mile will not be accepted.</b>	Certification / Undertaking letter from the bidder duly signed by authorized signatory and seal affixed.	
10	The bidder should have their own Network Operating Center (NOC) with a centralized call logging facility in India to provide 24X7X365 customer support.	Certification / Undertaking letter with details of the NOC, from the bidder duly signed by authorized signatory and seal affixed.	
11	ISP should not load balance the mitigation of customer traffic to scrubbing centers outside of Indian territory and should have DR facility within Indian Territory	Certification / Undertaking letter from the bidder duly signed by authorized signatory and seal affixed.	
12	The bidder should have provided Premium Internet Link of 25Mbps during the last 3 years to at least one Schedule commercial bank/ PSUs/ Central/State Govt. Organization within India.	1. Copies of the purchase order issued OR 2. A certificate / letter from the organization for having completed the project successfully to be submitted.	
13	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years. Bidder must certify to that effect.	Self declaration to this effect on company's letter head signed by company's authorized signatory as per <b>Annexure-VI.</b>	

#### 12.2.4. Reference Customer Details

S.N.	Organization	Contact Details			
		Name	Designation	Phone No.	Mail id
1					

2					
3					

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct

Date \_\_\_\_\_ Signature of Authorized Signatory ...  
Place \_\_\_\_\_ Name of the Authorized Signatory ...  
Designation ...  
Name of the Organization ...  
Seal ...

<b>Note</b>	<ol style="list-style-type: none"><li><i>Bidder response should be complete with all relevant documents attached..</i></li><li><i>Documentary proof, sealed and signed by authorized signatory, must be submitted</i></li><li><i>Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.</i></li><li><i>SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.</i></li><li><i>Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.</i></li><li><i>In case of audited balance sheet for FY 2016-17 is not available, the bidder to ensure that CA certificate attached should have details of turnover, networth and Cash profit details.</i></li></ol>
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**12.3. Annexure –III: Technical Bid**

S.N.	Required functionality / features	Specification Particulars	Bidders Response	
			Response	Details of Supporting Documents attached
1	Uptime	99.5% (monthly)		
2	Latency Local Lead	<30ms		
3	Packet Loss/Drop	1 out of every one million packets		
4	Jitter	10ms (maximum)		
5	Proactive monitoring of links (support)	24 X 7 X 365		
6	Incident Reporting	Monthly		
7	Minimum Time to Restore.	Maximum 3.6 hours		
8	Online portal for bandwidth utilization, link performance etc.	Real Time, Hourly, Daily, Weekly and Monthly		
9		Vendor should provide unique User ID and Password to access the customer portal for viewing reports and alerts of DDoS		
10	The bidder has to provide last mile connectivity between banks locations and their local POP or exchange using their own infrastructure i.e. bidder should not hire last mile from another service provider.			
11	The last mile at both Mumbai and Chennai should be on fiber and handoff should be on Ethernet. Wireless last mile is not accepted			
12	Up-gradation and de-gradation of bandwidth	<b>Up-gradation</b> within two weeks from date of Purchase Order and <b>De-gradation</b> within one week from intimation.		
13	Up-gradation of DDoS capacity	24 hours from date of Purchase order.		
14	Shifting of links	<b>Feasibility:</b> - 2 week from the date of intimation		
15		<b>Shifting:</b> - 4 weeks from the date of purchase order		
16	Dedicated Account Management Team. (Bidder to	Single point of contact for service requirements such as		

S.N.	Required functionality / features	Specification Particulars	Bidders Response	
			Response	Details of Supporting Documents attached
	communicate the details)	ordering, operations implementation, review meeting and billing.		
17	Extension of contract up to six months beyond the contractual period.			
18	The PoP from which last mile is extended to SIDBI, Mumbai and Chennai should have redundancy of equipments, links, power, backhaul connectivity etc.			
19	Bidder must have Disaster Recovery (DR) arrangement & support infrastructure for the required services to be delivered.			
20	The ISP should be in a position to block Distributed Denial of Service (DDoS) attack at their end. ISP should have the feature to block a list/range of public IPs as and when Bank desires as part of security measures. The ISP has to provide a real-time monitoring portal for DDoS attack.			

### 12.3.1. Details of Equipment

S.N.	Location	Bidder Response	
		Make	Model No.
1	Data Center, Mumbai		
2	DR Site, Chennai		
3	Mumbai Office		

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...



**12.4. Annexure –IV: Commercial Bid**

**1. Table-1: Internet Bandwidth, DDoS, Public IP Address – Recurring Cost**

S.N.	Description	Cost per Annum			Three Years Cost
		Cost	GST	Total	
		A	B	C = A + B	D= C X 3
1	Cost of 64 Mbps Internet Bandwidth including router, management, support, monitoring and reporting for DC				
2	Cost of 64 Mbps Internet Bandwidth including router, management, support, monitoring and reporting for DR.				
3	Cost of 16 Mbps Internet Bandwidth along with /30 IPv4 IPs and including router, management, support, monitoring and reporting for Mumbai Office.				
4	Cost of 1G DDoS service (scrubbing facility) for DC and DR link (Pool).				
5	Cost of /26 pool of IPv4 IPs for DC				
6	Cost of /26 pool of IPv4 IPs for DR.				
7	Cost of 256 IPv6 IPs for DC				
8	Cost of 256 IPv6 IPs for DR.				
9	<b>Total Cost</b>				

**2. Table -2: Optional items Cost**

S.N.	Description	Cost Details Per Annum		
		Unit Cost	GST	Total
		A	B	C = A + B
1	Cost of 128 Mbps bandwidth, including management, support, monitoring and reporting at DC.			
2	Cost of 256 Mbps of bandwidth including management, support, monitoring and reporting at DC.			
3	Cost of 128 Mbps bandwidth, including management, support, monitoring and reporting at DR.			
4	Cost of 256 Mbps of bandwidth including management, support, monitoring and reporting at DR.			
5	Cost of 32 Mbps of bandwidth including management, support, monitoring and reporting for Executive wing, Mumbai office.			
6	Cost of 1.5Gbps DDoS (Scrubbing) facility – pooled.			
7	Cost of 2Gbps DDoS (Scrubbing) facility – pooled.			



8	Cost of 3Gbps DDoS (Scrubbing) facility – pooled.			
9	Shifting charges (Intra and Inter office/location)			
10	Cost of additional /27 pool of IPv4 IPs for DC			
11	Cost of additional /27 pool of IPv4 IPs for DR.			
12	Cost of additional 128 IPv6 IPs for DC			
13	Cost of additional 128 IPv6 IPs for DR.			
14	<b>Total Cost</b>			

### 3. Table- 3: Total Cost of Ownership (TCO)

S.N.	Description	Cost (Rs.)
1	Total Cost of Internet bandwidth, DDoS, Public IPs as per <b>Table -1</b>	
2	Total Cost of Optional items cost as per <b>Table -2</b>	
3	<b>TCO (S.N.1 + 2 )</b>	

Date

Signature of Authorised Signatory ...

Name of the Authorised Signatory ...

Place

Designation .....

Seal.....

<b>N O T E</b>	1. The prices must be entered strictly as per the tabular format illustrated below. No separate price structure should be detailed. No separate format will be accepted.
	2. Masked commercial bids must be submitted with technical bid.
	3. All the rates must be quoted in INR. The cost should be inclusive of all taxes.
	4. L1 would be determined on the basis of the TCO <b>Table-3, S.N.3.</b>
	5. Conditional commercial bids would be rejected
	6. The prices must be entered strictly as per the tabular format illustrated below. No separate price structure should be detailed. No separate format will be accepted.

**12.5. Annexure –V: Power of Attorney**

**(To be executed on non-judicial stamp paper of requisite value based on place of execution)**

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2017, We \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>**, **<Employee no.>**, **< Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal No 500/2021/1615/CBO/ITV dated February 23, 2021 for procurement of internet bandwidth 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 \_\_\_\_\_

I Accept \_\_\_\_\_

..... (Signature)

(Name Title and Address of the Attorney)

**12.6. Annexure –VI: Non Blacklisting**

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

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

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

Dear Sir,

**Non-Blacklisting**

We \_\_\_\_\_ (bidder name), hereby undertake that:

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

Yours faithfully,

Authorized Signatories

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

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

Company Seal:

**12.7. Annexure –VII: Bank Mandate Form**

(दो प्रतियों में प्रस्तुत किया जाए / To be submitted in Duplicate)

1	उधारकर्ता / विक्रेता / आपूर्तिकर्ता का नाम Name of Borrower / vendor / supplier:	
2	उधारकर्ता / विक्रेता / आपूर्तिकर्ता का पता / Address of the Borrower / vendor / supplier:	
	नगर/City	ई-मेल आईडी /E-mail id
	पिनकोड Pin Code	मोबाइल सं./Mobile:No.
	सटीडी कूट के साथ दूरभाष सं./Phone No. with STD code	
3	स्थायी खाता संख्या / Permanent Account Number	
4	एमएसई पंजीकरण/सीए प्रमाणपत्र/ MSE Registration / CA Certificate (यदि लागू हो/if applicable)	

**5. बैंक खाते का विवरण / Particulars of Bank account:**

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम / Bank Name	शाखा का नाम Branch Name		
शाखा का स्थान / Branch Place	शाखा का नगर Branch City		
पिनकोड /PIN Code	शाखा कूट Branch Code		
एमआईसीआर सं./MICR No.			
खाते का स्वरूप / Account type	बचत/ Saving	चालू/Current	नकद उधार Cash Credit
खाता सं / .Account No. (जैसी चेकबुक में अंकित है /as appearing in the Cheque book)			
<b>Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number</b>			
IFSC CODE	For RTGS transfer	For NEFT transfer	

6. 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**.

स्थान/Place : \_\_\_\_\_

दिनांक/Date : \_\_\_\_\_

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर  
Signature of the party / Authorized Signatory

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

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

बैंक की मुहर/Bank's stamp

(बैंक के प्राधिकृत अधिकारी के हस्ताक्ष / Signature of the Authorized Official from the Banks)

दिनांक/Date :

## 12.8. Annexure –VIII: EMD / Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

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

WHEREAS ..... (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) No. 500/2021/1615/CBO/ITV dated February 23, 2021 to supply Internet Bandwidth with DDoS services along with router (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 its currency except with the previous consent of the buyer in writing.

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

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

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

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

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

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

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

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

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....



**12.9. Annexure –IX: Pre Contract Integrity Pact**  
**(Bidders to submit on non-judicial stamp paper of requisite value)**

**1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_\_ on ---- day of the month of -----, 2021 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at 2<sup>nd</sup> Floor, Overseas Towers, 756L, Anna Salai, Chennai - 600002 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s - -- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to Supply, Commission and Maintain Dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection with router the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

**2 Commitments of the BUYER**

2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### **3 Commitments of BIDDERS**

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

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

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

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

#### **4 Previous Transgression**

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

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.1,50,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Chennai.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6 Sanctions for Violations**

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

## **7 Fall Clause**

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

## **8 Independent Monitors**

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

## **9 Facilitation of Investigation**

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

## **10 Law and Place of Jurisdiction**

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

## **11 Other Legal Actions**

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

## **12 Validity**

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

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

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

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



### 12.10. Annexure –X: Statement of Deviations

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

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

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



### 12.11. Annexure –XI: Non-Disclosure Agreement

*(To be executed on a non-judicial stamped paper of requisite value based on place of execution)*

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “\_\_\_\_\_” as per scope defined in the Request for Proposal (RfP) No. **500/2021/1615/CBO/ITV dated February 23, 2021** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, 2<sup>nd</sup> Floor, Overseas Towers, 756L, Anna Salai, Chennai – 600002 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK during execution of project 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,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Seal ...

### 12.12. Annexure –XII: Performance Guarantee Format

**(FORMAT - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE)**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 2<sup>nd</sup> Floor, Overseas Towers, 756L, Anna Salai, Chennai - 600002 (hereinafter called the Corporation / Bank) having agreed to accept from M/s. **'Vendor Name'** having its office at **'Vendor's Office Address'**, (hereinafter called "the Vendor") an agreement of guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ made between the vendor and the Corporation for providing services for SIDBI's **'Project Details'** hereinafter called "the said Agreement").

1. We, **Bank (Bank Name and Details)**, do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.
2. And we **Bank (Bank Name and Details)**, do hereby guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the **'Project Details'** placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.
3. We, **Bank (Bank Name and Details)**, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto \_\_\_\_\_, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. \_\_\_\_\_, whichever is earlier.

4. We, **Bank (Bank Name and Details)**, may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.
5. The liability under this guarantee is restricted to Rupees \_\_\_\_\_/- only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us at **Bank (Bank Name and Details)** within 3 months from \_\_\_\_\_, i.e. on or before \_\_\_\_\_, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.
6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.
7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

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

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

In witness where of we ..... have set and subscribed our hand and seal this .....day of .....2017 .

**SIGNED, SEALED AND DELIVERED.**

BY

AT

IN THE PRESENCE OF      WITNESS      :

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

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

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 2<sup>nd</sup> Floor, ITV, Overseas Towers, 756L, Anna Salai, Chennai - 600002 (hereinafter called the Corporation / Bank / Purchaser, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee) of one part and M/s \_\_\_\_\_ (Name of the Service provider), a Company/a Firm/ duly registered/incorporated \_\_\_\_\_ Act, having its Registered Office/ Head Office/ Corporate Office at \_\_\_\_\_ (City & Country of Supplier) (hereinafter referred to as the “the Supplier”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee) of Other

Part.

WHEREAS the purchaser is desirous that services related to Network Integrator and ancillary services should be provided by the service provider viz, \_\_\_\_\_ (Brief Description of Goods and Services) and has accepted a bid by the service provider for services related to Network Integrator and ancillary services in the sum of Rs. \_\_\_\_\_ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement along-with RFP , viz.:
  - a) The Bid form and price schedule submitted by the bidder;
  - b) The Scope of Work;
  - c) The Special Terms and Conditions;
  - d) The Service Level Agreement;
  - e) The General Terms and Conditions;
  - f) The Purchaser’s Notification of Award
  - g) However, In case of any conflict clauses between this agreement and the RFP or its enclosures, the spirit in the clauses of RFP shall prevail.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under :

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

\_\_\_\_\_  
(Name & Designation) for and on behalf of  
SIDBI, One Part (the Supplier)

\_\_\_\_\_  
(Name & Designation) for and on behalf of  
SIDBI, One Part (the purchaser)

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

# END OF RFP