



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

**Request for Proposal for Co-location of Bank's  
Disaster Recovery Site**

**सिडबी की डिजास्टर रिकवरी (डीआर) साईट -  
को-लोकेशन हेतु प्रस्ताव के लिए अनुरोध**

टेंडर सं. / Tender No.	400/2019/1338/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	May 29, 2018
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	June 18, 2018
बयाना जमा राशि / Earnest Money Deposit (Refundable without Interest)	₹3.50 Lakh (Rupees Three Lakh Fifty Thousand only)
टेंडर मूल्य /Tender Cost(Non Refundable)	₹ 5,000/- (Rupees Five Thousand only)

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

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

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## 1. Critical Information

SNo. 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	June 05, 2018 / 05 जून, 2018	1600 hrs
2	Pre-Bid meeting/ पूर्व-बोली बैठक (No queries will be entertained after pre-bid meeting)	June 06, 2018 / 06 जून, 2018	1130 hrs
3	Date of posting of pre-bid clarifications / पूर्व-बोली बैठक के स्पष्टीकरण पोस्ट करने की तिथि व समय	June 08, 2018 / 08 जून, 2018	1700 hrs
4	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	June 18, 2018 / 18 जून, 2018	1600 hrs
5	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	June 18, 2018 / 18 जून, 2018	1630 hrs
6	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 / चुने गए बोलीदाताओं को बाद में सूचित किया जायेगा	
7	<b>Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता</b>		
	<b>उप महाप्रबन्धक (आईटीवी)</b> भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वर्टिकल, एमएसएमई विकास केंद्र, प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला काम्प्लेक्स, बांद्रा(पू.), <b>मुम्बई -400 051</b> दूरभाष: 022-67531100 / 67531251	<b>Dy. General Manager (ITV)</b> Small Industries Development Bank of India, 3rd Floor, Information Technology Vertical, MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E), <b>Mumbai - 400 051</b> Phone: 022-67531100 / 67531251	
8	Bid Validity/ बोली के वैद्यता	<b>180 days</b> from the last date of bid submission / बोली जमा करने की अंतिम तिथि से <b>180 दिन</b> तक।	
9	Earnest Money Deposit / बयाना जमा राशि	₹3.50 Lakh (Rupees Three Lakh Fifty Thousand only)	
10	<b>Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण</b>		
	Narender Kumar, AGM (Systems) नरेंद्र कुमार, स.म.प्र. (सिस्टम्स) 022-67531412, narender@sidbi.in	Rajesh Joshi, DGM (Systems) राजेश जोशी, उप महा प्रबंधक (सिस्टम्स) 022-67531251, rjoshi@sidbi.in	
11	<b>Independent External Monitor / स्वतंत्र बाह्य मॉनिटर</b>		
	श्री अशोक सिन्हा (आईएएस सेवानिवृत्त), 13 ययाती, सेक्टर -58 ए, नेरुल (पश्चिम), पाम बीच रोड, नवी मुंबई 400706,	Shri. Ashok Sinha, (IAS ret'd.), 13 Yayati, Sector-58A, Nerul (West). Palm Beach Road. Navi-	

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
	फ़ोन : 9821844044, ई-मेल: asinha51@gmail.com	Mumbai 400706 Ph: 9821844044, E-Mail: asinha51@gmail.com	

SIDBI

## 2. Abbreviations

RFP / RfP	Request for Proposal
EMD	Earnest Money Deposit
DD	Demand Draft
LD	Liquidity Damages
SP	Service Provider
NOC	Network Operating Centre
SoW	Scope of Work
ATS	Auto Transfer Switch
NDS	Negotiated Dealing System
SWIFT	Society for World Wide Interbank Financial Telecommunication
BFSI	Scheduled commercial banks in public or private sector, All India Financial Institutions and Insurance Companies.
IS	Information Security
LTO	Linear Tape Open
P2P	Point to Point
Lol	Letter of Intent
F/W	Network Firewall
ToR	Top of Rack Switch
DMZ	De-militarized Zone
AMC	Annual Maintenance Contract
DC	Bank's Data Centre
DataCenter	Bidder's/ Vendor's Data Center proposed to the Bank for co-location
DR Site or DR	Bank's Disaster Recovery Site
RCA	Root Cause Analysis
PM	Preventive Maintenance
C-SOC	Cyber – Security Operating Centre
VC	Video Conferencing
CPPP	Central Public Procurement Portal

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

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

- 3.1.1.** Small Industries Development Bank (SIDBI) invites sealed offers from eligible, reputed VENDORS for offering Data Center co-location facility at **Chennai for its DR Site**.
- 3.1.2.** The co-location Data Centre facility should not only meet the current requirements of the Bank but also should be expandable / scalable to consolidate other IT installations from a long-term perspective.
- 3.1.3.** The Bank will at no point bear any additional cost for the facility that VENDOR may have to incur on account of repair, upgrade, power, capacity enhancement etc. to support Bank's equipment unless Bank requests for any additional space or power requirements or brings in additional major equipment that would impact the infrastructure allocated to the Bank by VENDOR for the period of the contract.
- 3.1.4.** Details of the tender are given in the subsequent sections of this document.

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

- 3.2.1.** 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.
- 3.2.2.** 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 Directors, 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, presentation, site visits 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.

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### 3.6. Recipient Obligation to Inform Itself

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

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### 3.7. Errors and Omissions

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

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### 3.8. 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>	Narender Kumar	Rajesh Joshi
<b>Position</b>	AGM (Systems)	DGM (Systems)
<b>Email ID</b>	<a href="mailto:narender@sidbi.in">narender@sidbi.in</a>	rjoshi@sidbi.in
<b>Telephone No.</b>	+91 - 22 -67531412	+91 - 22 -67531251

- 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 bank provides its services through a network of 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. Subsidiary/Associate Organizations of SIDBI

#### 4.2.1. MUDRA : Micro Units Development and Refinance Agency ([www.mudra.org.in](http://www.mudra.org.in))

MUDRA is a public sector financial institution for development and refinancing activities relating to micro units. It provides loans at low rates to microfinance institutions and non-banking financial institutions which then provide credit to MSME's. The purpose of MUDRA is to provide funding to the non-corporate small business sector. MUDRA is a wholly owned subsidiary of SIDBI, incorporated by the Hon'ble Finance Minister while presenting the union budget for FY 2016.

#### 4.2.2. CGTMSE : Credit Guarantee Fund Trust for Micro and Small Enterprises ([www.cgtmse.in](http://www.cgtmse.in))

Credit to micro and small enterprises sector is generally perceived as high risk lending, more so, when there is absence of any collateral. In order to encourage Banks to lend more to this sector, Government of India and SIDBI have set up the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) in July 2000, to provide credit guarantee support to collateral free / third-party guarantee free loans up to ₹100 lakh extended by Bank's and lending institutions for micro and small enterprise (MSEs) under its Credit Guarantee Scheme (CGS).

#### 4.2.3. ISARC : India SME Asset Reconstruction Company Ltd ([www.isarc.in](http://www.isarc.in))

India SME Asset Reconstruction Company Ltd (ISARC) is the country's first MSME focused Asset Reconstruction Company striving for speedier resolution of non-performing assets (NPA) by unlocking the idle NPAs for productive purposes which would facilitate greater and easier flow of credit from the banking sector to the MSMEs. Set up in April 2008, ISARC's objective is to acquire NPAs and strive to maximize recovery value through innovative resolution methods. It also complied with the conditions stipulated by RBI while granting the Certificate of Registration as an ARC and became fully operational from April 15, 2009.

#### 4.2.4. SVCL: SIDBI Venture Capital Limited ([www.sidbiventure.co.in](http://www.sidbiventure.co.in))

SIDBI Venture Capital Limited (SVCL) is a wholly owned subsidiary of SIDBI, incorporated in July 1999. Mission of SVCL is to catalyse entrepreneurship by providing capital and other strategic inputs for building businesses around growth opportunities and maximize returns on investment.

#### 4.2.5. NCGTC: National Credit Guarantee Trustee Company

National Credit Guarantee Trustee Company (NCGTC) has been conceptualized with an objective to act as trustee and operate the various credit guarantee funds set up / being set up / to be set up by Government of India. It has been envisaged to provide credit guarantee to Bank's for Education loans, Vocational skill

development, Factoring / bills discounting loans etc. National Credit Guarantee Trustee Company Ltd. (NCGTC) was established in March 2014 by Ministry of Finance, Government of India.

#### 4.2.6. ISTSL: India SME Technology Services Limited

A major challenge for the MSME sector is the need for keeping itself abreast with the changing technology to remain competitive. To address the challenge India SME Technology Services Limited (ISTSL) was set up in November 2005 by SIDBI alongwith Indian Bank, Oriental Bank of Commerce, Indian Overseas Bank and State Bank of India, provides a platform for MSMEs to tap opportunities at the domestic and global level for acquisition of modern technologies. ISTSL offers various technical services to MSMEs with a focus on promotion of energy efficient, environment friendly technologies in the MSME sector. Efforts are being made to facilitate reduction in Green House Gases in the MSME sector.

4.2.7. Please visit SIDBI website ([www.sidbi.in](http://www.sidbi.in)) for complete list of subsidiary /associate organization of SIDBI.

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#### 4.3. Current Setup

- 4.3.1. Currently, SIDBI has its Data Center (DC) at Mumbai and Disaster Recovery Site at Chennai. Both the DC and Disaster Recovery (DR) site are hosted at Bank's own premises. **Bank's both the facilities i.e. DC and DR are ISO 27001:2013 certified.**
- 4.3.2. Bank is already in the process of co-location of its DC with **CtrlS Datacenters Ltd. at its Mahapa, Navi Mumbai data center facility** and the same is likely to be completed in June, 2018.
- 4.3.3. All the applications, Internet Gateway, Video Conferencing Gateway etc hosted at Data centre and DR Site and accessed by the Bank's offices over MPLS VPN based WAN. DR is activated in the event of failure of DC and all the services (excluding VC) are extended from the same.
- 4.3.4. Bank has MPLS VPN connectivity in HUB and Spoke architecture connecting all the locations. MPLS VPN and Internet links are procured from multiple service providers (currently five SPs) viz Tata, Bharti, BSNL/MTNL, Reliance and Sify. Bank is also in the process of implementing SD-WAN along with links. Bank has also deployed P2P links between DC and DR for log shipment.
- 4.3.5. Bank has also connectivity with third party networks viz., Negotiated Dealing System (NDS), Reuters, SWIFT, Bloomberg etc, at both DC and DR. The connectivity and services are managed by respective vendors.
- 4.3.6. Bank has outsourced management of DC and DR to third party, who has deployed technical resources (L1 and L2 engineers) at DC and DR covering all the areas viz., Windows, UNIX/Linux, Oracle Database, Network, Security, Middleware, Backup, Mail etc. Bank's outsourced staff managing, the DC and DR Site are located at respective locations.

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#### 4.4. Tender Objective and Goal

##### 4.4.1. Objective

1. Bank intends to hire physical space and required infrastructure facilities from well-established and reputed Data Centre VENDORS, for co-locating its servers, Network equipment and other equipment hosted currently at its DR site. SIDBI reserves the right to deploy the infrastructure for its own use OR for any of the subsidiary(ies) / associate organizations / Group Company (ies).

2. The period of contract would be five (5) years extendable upto another five years or part thereof. Details of extension given in subsequent sections of RfP.

**4.4.2. Goal**

1. To have reliable, fully secured, highly available, fault tolerant and professionally managed DataCenter.
2. The DataCenter should have high availability on 24x7 basis for providing uninterrupted service to the large clientele of the Bank spread across the country.

**4.4.3.** It may also be noted that all the activities in the IT operation are subject to audit / inspection by both internal/ external auditors/ RBI/ Third parties etc. Selected VENDOR must take same into consideration while delivering the desired services.

**4.4.4.** The selection process consists of three phases viz., 1) Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation..

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SIDBI

## 5. Scope of Work

### 5.1. Introduction

- 5.1.1. The Bank, for this purpose, invites proposal from VENDOR for primarily undertaking inter-alia the following activities for the Bank in respect of co-location of Data Centre services.
- 5.1.2. The bidder should provide minimum **Tier-III complied** Data Center infrastructure for Bank to host its DR Site at Chennai.
- 5.1.3. **Bidder may assess the existing infrastructure by visiting Bank's DR Site, if required and accordingly submit the proposal.**

### 5.2. Co-location Requirements

- 5.2.1. The VENDOR shall provide sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, Surveillance, access control system, fire suppression system, physical security, soft services and all other services as applicable for data center and as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of all such facilities at as per SLA.
- 5.2.2. VENDOR has to ensure no infiltration in Bank setup including its systems, network etc.

### 5.3. General Requirements

- 5.3.1. The proposed Data center building should be owned by bidder or on lease with unexpired lease duration of at least 12 years as on date of RfP. The site should be up and running and existing clients should be functional at proposed site.
- 5.3.2. The building for hosting the Bank's DR should be standalone/ single or multi tenant.
- 5.3.3. The structural strength of the building should have been certified i.e. structural Audit should have been done and the latest report, available and complied should not be older than one year as on date of RfP.
- 5.3.4. The building housing the data center and all infrastructures therein should be covered under comprehensive insurance on an ongoing basis including risk related to earthquake, floods, fire, lightning, terrorist attack etc.
- 5.3.5. The VENDOR Data Center should not be in low lying and flood prone area.
- 5.3.6. The VENDOR Data Centre facility building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical industries.
- 5.3.7. The VENDOR data center building should be sufficiently protected against natural disasters and it should have lightning arrestors.
- 5.3.8. The doors/ walls for the server room, communications room, and other critical areas should be fire rated for minimum 2 hours. Further, the tiles in server room, communication room should be fire rated.
- 5.3.9. Security for the building should be available 24x7 at the entry / exit levels and having adequate access control mechanism in place.
- 5.3.10. The VENDOR Data Centre should be monitored round the clock by security personnel covering every entry point and exit point of cage area offered to the Bank.

- 5.3.11. The VENDOR Data Centre should have multi layers of security with minimum two types of access controls for critical points out of which one should be biometric access with 24x7 security personnel guarding the site.
- 5.3.12. Entry and exit at the VENDOR Data Centre premise (Building), Server room / Caged area/ rack area, and network communication room should be restricted and monitored.
- 5.3.13. The VENDOR data center should have emergency exits.
- 5.3.14. The VENDOR data center should have centralized Building Management Systems (BMS) with CCTV facility covering all vantage points with regard to infrastructure facilities/equipment's such as fire alarm systems, access control, smoke detector, water leakage, precision ACs, UPS etc. The BMS should be managed by well trained and experienced personnel to ensure high availability of Data Centers.
- 5.3.15. The VENDOR Data Centre should be fully redundant in terms of electrical circuits, cooling and network.
- 5.3.16. The facilities like power, cooling, CCTV monitoring, Security (biometric, physical, access card etc.) provided by the VENDOR to co-host the Bank's DR equipment's should have high availability.
- 5.3.17. The VENDOR shall make sure that the required power, air conditioning, security system and other facilities provided to the Bank is always available (24x7x365 days).
- 5.3.18. The VENDOR Data Center Environmental Infrastructure and services uptime should be **99.982%** on monthly basis.

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#### 5.4. Power

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- 5.4.1. The Data Center should support 2 feeders and the main power source should be drawn from more than one power distribution station.
- 5.4.2. UPS should have **N+1** redundancy (N+1 means 2 sets of identical units as primary & secondary and one unit as standby) and dual power to the racks should be available from two different UPS systems. The UPS systems should be fault tolerant with 2 separate paths for power supply to each rack. Adequate battery backup should be available for maintaining the uptime requirement of the Bank.
- 5.4.3. The entire facility should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source. Backup generators should be capable of providing power continuously for at least 48 hours and even during refilling period of fuel tanks. The capacity of each set of diesel generators should be sufficient enough to take care of entire power load of VENDOR DataCenter. The VENDOR should ensure uninterrupted supply of diesel to the DG with adequate storage facility.
- 5.4.4. The VENDOR shall provide Auto Transfer Switch (**ATS**) for single power input systems in five (05) racks. Any additional ATS required, if any, will be taken based on rate contract during the period of the contract.
- 5.4.5. The VENDOR in their response should indicate for each offered site, the total sanctioned power, existing connected load, power reserved / committed for other clients and the power that is readily available for offer to the Bank. The average power utilization for last three months should be provided.

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## 5.5. Communication Area

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- 5.5.1. The VENDOR in their communication area shall have Telecom junction box / multiplexers of various link service providers (Bharti, Reliance, Tata, BSNL, Sify, Vodafone etc.) and should be available in and around the facility building for Bank's use.
- 5.5.2. The Data Centre VENDOR should allow the termination of the links provided by the Bank appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available, then the DataCenter VENDOR should allow the commissioning of the same by link service provider. The DataCenter VENDOR shall allow laying of cables and associated works in their premises, for installation of MUX, laying of cable, space for installation of MUX in communication room etc. at no extra cost to the Bank.
- 5.5.3. The VENDOR shall provide 24x7 access to link service providers to the communication room during troubleshooting, upgradation etc. of Bank's links.
- 5.5.4. Bank presently has links deployed from BSNL, Bharti Airtel, Tata Communications, Reliance, Sify to connect its DC and DR to the Bank's various locations. The VENDOR has to assure that the termination of these links is feasible at the proposed sites.
- 5.5.5. The VENDOR to note that, bank is in the process of shortlisting new service providers for connectivity. The VENDOR shall provide space and allow the new service provider(s) / Link service provider(s) for installation of MUX, laying of cable etc., at no extra cost to the Bank.
- 5.5.6. The VENDOR will be responsible for extension of existing telecommunication links from communication room to server caged area/ network communication area (where network racks are installed) at no extra cost to the Bank.
- 5.5.7. The future link extension during the period of contract, from the VENDOR communication room till the cage/rack area will be done by the VENDOR as per the contracted rate.

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## 5.6. BMS (Building Management Systems)

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- 5.6.1. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The VENDOR should monitor and manage the BMS activities on a 24 X 7 basis.
- 5.6.2. There should be sufficient power backups in place in for running Building Management Systems on alternative power supplies in the event of power outage
- 5.6.3. There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept **at least for 30 days**. Further the timing of CCTV Monitoring should be synchronous with the NTP server.
- 5.6.4. The VENDOR shall provide Access cards, Gate passes to the Bank's personnel / and / or authorized third parties as and when they would visit the site. VENDOR should agree that such access can be provided 24 X 7 basis and will not have any time restriction.
- 5.6.5. The VENDOR shall regularly monitor the access to the Bank's Server room / Cage area by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24x7.

- 5.6.6.** If required by the Bank the VENDOR should be able to provide details of people accessing the Bank's Server room / Cage by sharing the entries made in the security register, reports from access control system, CCTV video clips etc. The vendor should submit a monthly report to Bank showing in and out time of employee of system integrator (deputed by the Bank) stationed at their Data Center.
- 5.6.7.** The VENDOR shall provide Fire detection & suppression system, can be common however the areas allocated to the Bank should be well within the coverage of fire detection and suppression.
- 5.6.8.** The Server room area should be provided with Water Leak detection system and fire alarm system. The cage area proposed for the Bank should be well within the coverage of water leak detection system.
- 5.6.9.** The VENDOR DataCenter should have electronic rodent control systems with operating ability on varied frequency range. The facility areas – Server room area / Caged area, communication room should be well within the coverage of the rodent repellent.
- 5.6.10.** Data Centre should be free from any dust and VENDOR should ensure to provide shoe covers or other related component on its own cost to avoid dust going inside the server room /Caged area.

## 5.7. Server Room Area

- 5.7.1.** The Server room proposed by the VENDOR to co-host Bank's DR Site IT Infrastructure should meet specifications of minimum **Tier-III compliance**.
- 5.7.2.** The VENDOR shall provide a dedicated server cage area for the Bank in the server room/hall. The cage area should secure the allocated space to the Bank and should be of regular shape i.e. Rectangle or Square.
- 5.7.3.** The server cage area entrance & exit should be accessible using the proximity card (access control system) with Biometric access.
- 5.7.4.** The VENDOR should provide racks of 42U size with inter-rack cabling, cross connects to communication area. The racks should have proper cable managers (vertical and horizontal) and troughs for complete structured cabling. Blanking panels etc, if required as per Industry best practice to be provided. The VENDOR shall provide adequate power points of required specifications in the racks with with redundant UPS power.
- 5.7.5.** The Minimum dimensions of network and server racks should be as follows:

Server Rack	Network Rack
600x1000 mm	800x1000 mm

- 5.7.6.** The requirement of Caged area for housing number of racks for Bank's DR are as follows:

No of Racks		
Initial (from Day-1)		Scalable
Server	Network	
03	02	02

- 5.7.7.** The cage area should be sufficient enough to house the maximum number (**07 Racks**) of racks as mentioned above along with sufficient free space for opening of front and rear rack doors for installation/replacement/trouble shooting of hardware and movement of service personnel.

- 5.7.8. As the Bank envisages addition of more racks during the period of contract, the VENDOR should be able to provide the same at the contracted rate. After adding two racks in the existing cage, if Bank requires space for adding more racks, the bidder should provide rack space preferably in the same server hall in the DataCenter, at the contracted rate.
- 5.7.9. The racks would be used for housing the servers, network and security equipment, backup libraries etc. The placement of network and security rack should be carried out in such way to reduce length of network cabling.
- 5.7.10. The VENDOR shall provide dedicated IP CCTV camera(s) along with other accessories in the cage area to capture all the activities carried out at the front and back of the rack. The video feed of these dedicated CCTV camera(s) should be stored for a period of atleast 90 days and made available on demand to the to the Bank's designated on-site personnel.

In case of any observation by the Bank's engaged auditor (IS, ISO, Regulators etc) during the period of contract on the positioning of CCTV cameras, VENDOR has to provide additional CCTV cameras, at contracted rate.

- 5.7.11. The Server room / Server Hall housing the caged area should have precision air conditioning or equivalent with redundancy.
- 5.7.12. Sufficient cooling failover should be built in the server halls. Cold air should be pumped through vents to ensure that the temperature in the cage area is maintained at **22 +/- 2 degree** centigrade (when measured 48 inches above the floor).
- 5.7.13. Relative Humidity levels inside the server rooms should also not exceed more than the recommended range for each equipment.
- 5.7.14. Power efficiency and cooling should be able to maintain medium and high-density cabinets.
- 5.7.15. The VENDOR shall provide dedicated meter for measuring the electricity units consumed by the Bank's servers/ equipment presently hosted and future additions from time to time. **The Bank will pay only for consumed power.**
- 5.7.16. The VENDOR should monitor power usage on a per rack basis to ensure that it does not reach dangerously high levels.
- 5.7.17. The VENDOR shall provide power connectors/sockets/power strips of required specifications. The VENDOR shall include such cost of provisioning the power sockets of different type as and when required in their commercial bid.
- 5.7.18. Single phase and three phase power should be made available to support the Bank's equipment in the server / cage area. The detailed numbers will be provided to VENDOR after award of the contract.
- Initially all the racks to be provided with single phase power. However, in case of Bank's requirement of three phase power during the contract period, bidder should provide the same at contracted rate.
- 5.7.19. The VENDOR shall provide one-time LAN cabling (and thereafter maintenance of same), interconnecting all the racks, from the Network rack to the Server Racks as per the network design provided by the Bank.
- 5.7.20. The VENDOR shall ensure protection of Physical assets against all threats and vulnerabilities that can be exploited deliberately or accidentally by internal or external entities.

#### 5.7.21. Racks and Cabling

1. The VENDOR has to provide Server and network racks as per the details given in **Section 5.7.5 and 5.7.6**.
2. The VENDOR has to provide inter-rack cabling which should be structured with proper labelling / marking as per Bank requirement. The inter rack cabling should support 10G.
3. Each rack to be provided with two numbers of 24 port patch panels and horizontal and vertical cable managers.
4. Each rack to be provided with two numbers of power strips of 32amps with 16 sockets, each power strip connected to separate UPS.
5. The cabling between the racks should be as per the block diagram given in **Appendix -i** of the RfP.
6. The cross connects from communication room to the caged areas where routers would be installed to be provided by the VENDOR. Vendor shall initially provide 15 no. UTP Cross connects. Any additional cross connects (UTP / Fiber) required during the period of contract will be taken based on rate contract.

- 5.7.22.** The VENDOR in their technical bid shall provide the proposed caged area layout for DR, clearly showing the placement of the racks along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent, monitoring consoles and their services etc.

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#### 5.8. Seating Space

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- 5.8.1.** The Bank will require separate **enclosed dedicated seating space** at the VENDOR DataCenter with adequate space for the movement within the enclosed seating area.
- 5.8.2.** Bank anticipates the seating space for:
1. One (01) personnel at the facility where Bank's DR is going to be hosted.
- 5.8.3.** Bank may require additional seating space (in the same premises) for housing 2 to 3 additional personnel (Bank employees/appointed personnel) in future at VENDOR DataCenter temporarily during disaster for certain period or permanently and in such an event, additional work area should be made available at the rate not exceeding the agreed/ contracted rate. Bank cannot provide any time frame to inform VENDOR for taking up additional space. The payment will be made on prorata basis from the date of occupation of seats.
- 5.8.4.** The seating space should also be provided with the following facilities:
1. The VENDOR shall provide Tables, chairs, drawers with locking facility, telephone extensions for communication between Server room / cage area and the seating area, in the seating area for each individual person.
  2. The seating area furniture should be provided with drawers with lock and key that can accommodate minimum 3 box files and some stationary. This will be for every seat.
  3. The UPS / generator backup power facility needs to be available to the proposed seating area. VENDOR shall provide minimum UPS backed up three (3) power points per seat. Additional points may be required depending upon the need.

4. One Telephone line with STD facility in caged area with parallel connectivity to seating space would be installed meant for Bank's authorized personnel.

The bidder to provide No-Objection Certificate and assist the Bank in applying for the telephone line. The Charges towards telephone line will be paid by the Bank to the telephone service provider.

The internal cabling (from link termination point to cage area and parallel to seating space) has to be carried out by the VENDOR.

5. Drinking water, dining hall, rest room and toilet facility should be provided. Separate toilet facility for ladies should be available.
6. PCs for Bank's authorized personnel will be provided by the Bank.
7. Canteen facility, if any available, should be extended to the Bank's authorized personnel.
8. Air-conditioned environment should be available in the work station area.
9. Network connectivity from the seating space to be provided by the vendor to the Bank's server area / LAN. For each seat the vendor shall provide redundant network points (2 points). Further, following points may please be noted in this regard:

- 9.1 The bank will have separate access switches (HPE 2530-24G) for providing LAN connectivity to the seating space. The switches are populated with 1XGig SFP LC SX for backbone connectivity.

- 9.2 One switch will be installed in the cage and the other at the seating space. The backbone connectivity would be on fiber.

- 9.3 The Vendor shall provide:

- 9.3.1 Rack / box along with power sockets for installing the access switch in the seating space.

- 9.3.2 UTP cabling from the access switch installed in seating space to the individual desks.

- 9.3.3 Fiber uplink from the cage area switch to the seating space switch.

**5.8.5.** CCTV footage will also be required for seating area.

**5.8.6.** The VENDOR shall provide access control system for restricted access to the seating area which will be centrally monitored by vendor through their BMS system. The VENDOR shall provide the cards to the Bank's authorized onsite resources. This access control system should be managed & monitored by the VENDOR through their BMS system.

**5.8.7.** Bank may alter the quantity of number of persons depending on the Bank's need and the payment will be made on the prorated calculation.

**5.8.8.** The VENDOR shall provide the the proposed seating area layout clearly indicating the total space being factored for dedicated seating area in their technical bid submission.

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## **5.9. Vaulting Services**

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**5.9.1.** Bidder shall provide vaulting services for on-site storing of its backup data LTO tapes vaulted in fire proof Cabinet in a temperature controlled environment with following features:

- 5.9.1.1. Strong Room with Card Key Magnetic locks or biometric access.
- 5.9.1.2. Individually locking fireproof unbreakable rack, which can hold initially up to 100 Tapes. However, in case of Bank's additional requirements during the course of contract additional vault space to accommodate LTO tapes in multiples of 25 tapes should be provided at the contracted rate.
- 5.9.1.3. Sophisticated Fire Detection and Suppression Systems.
- 5.9.1.4. Temperature and humidity control controlled environment.
- 5.9.1.5. Fire rating - Walls, floor, ceiling and door, Tape Vaults are properly fire-rated.
- 5.9.1.6. Access - Locked entrance, with limited authorized access.
- 5.9.1.7. 24/7/365 accesses to Bank's authorised personnel to access the designated vault for retrieving/ recycling to data tapes.

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#### **5.10. Lift & Shift the Existing Setup**

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- 5.10.1. The shortlisted DR VENDOR has to shift all the equipment from present Bank's DR Site to new proposed VENDOR Datacenter. Shifting of the equipment involves un-mounting of the equipment from the Bank's existing DR Site racks, packaging, marking/labelling, transportation and rack mounting of the equipment at VENDOR Datacenter. It may be further noted that:
  - SIDBI will not provide any manpower for the Lift & Shift activity.
  - SIDBI shall shutdown all the equipment before handing over the equipment for un-mounting and subsequent activities as mentined above to be carried out by the Vendor.
  - Any pre-shifting or post-shifting configuration changes at device/ equipment level will be SIDBI's responsibility.
- 5.10.2. Transit Insurance of the assets shall be taken by the VENDOR on behalf of Bank and the same will be reimbursed to the VENDOR by the Bank on actual basis. Proof of insurance to be submitted to the Bank before commencement of actual shifting of items. The details of equipment along with current asset value for insurance purposes will be provided to the shortlisted bidder. The insurance should be in SIDBI's name.
- 5.10.3. The details of items along with power socket details, to be shifted is given in **Appendix -ii**, however there may be few variations in number of items.
- 5.10.4. The VENDOR has to take all necessary shifting permissions from respective authorities. No additional cost whatsoever would be paid for the same.

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#### **5.11. Off-Site Storage of LTO Tapes**

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- 5.11.1. The VENDOR has to provide off-site drop off and pickup facility for backup tapes from/ to vendor's DataCenter to/ from Bank's off-site storage facility.
- 5.11.2. The off-site storage facility would be the Bank's office at following location:

**Small Industries Development Bank Of India**  
**756-L, Anna Salai,**  
**Chennai – 600002, Tamil Nadu**
- 5.11.3. The backup tapes to be dropped off and picked up on daily basis after completion of scheduled backup.

- 5.11.4. The number of tapes for DR would be maximum two on daily basis and maximum three for monthly backups.
- 5.11.5. The tapes will be handed over by the Bank personnel deployed on-site with proper marking. The VENDOR has to transport the tapes in secured manner using services of professional agencies.
- 5.11.6. Procurement of tapes for taking the backup is SIDBI's responsibility and is not in Vendor's scope.

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#### 5.12. Miscellaneous

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- 5.12.1. The VENDOR shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to the Bank.
- 5.12.2. The VENDOR throughout the period of contract shall provide all necessary help to the Bank appointed system Integrator while moving the Bank equipment(s) into the site, such as entry permission for vehicles carrying equipment(s), parking of such vehicles to be closer to the lift till the time the equipment's are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipment's to the allocated server room/ cage area / Godown etc. The Bank should not incur any extra cost for availing these said services.
- 5.12.3. **Storage / Godown:** Throughout the contract period secured Storage/Godown facility to be provided for a period of at least four to six weeks with access to Bank's authorized personnel, to meet the time gap between delivery and installation of equipment and / or storing buyback equipment, at no extra cost to the Bank.
- 5.12.4. **Staging Area:** The VENDOR should provide secured staging area for unpacking and installation of equipment, at no extra cost to the bank.
- 5.12.5. **Meeting room:** The vendor shall provide discussion / meeting room facility to accommodate 8 to 10 persons as and when required. The meeting room should have projector and white board facility. Occasionally this facility may be required on immediate basis without any prior intimation.
- 5.12.6. **Visiting Rights:** The VENDOR should provide Visiting rights for SIDBI auditors, external auditors engaged by Bank, RBI audit/inspection officials, ISO auditors etc. Bank cannot provide any minimum time frame to inform the VENDOR. The VENDOR will undertake compliance of audit observations as applicable.
- 5.12.7. Log reports of people accessing the Server room / cage area should be available and submit on monthly basis.
- 5.12.8. Sharing the off-line video monitoring data pertaining to dedicated IP CCTV Camera installed in caged area, on monthly basis.

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#### 5.13. Compliance

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The VENDOR should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:

1. Responsibilities on system access control and administration
2. Custodial responsibilities for assets of the Bank being managed by or assigned to the VENDOR.
3. Physical Security of the facilities.
4. Physical and logical separation from other customers of the VENDOR.
5. Incident response and reporting procedures.

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#### **5.14. Services**

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All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Project Management, Deployment methodologies etc. The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution. Bidder should ensure that VENDOR's key personnel with relevant skill are always available to the Bank. Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

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#### **5.15. Review meetings**

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- 5.15.1.** SIDBI will review and discuss the performance during first week of every month.
- 5.15.2.** VENDOR to forward the minutes of the meeting within five working days. Further, the observations in the review meetings to be closed before next review meeting.
- 5.15.3.** It is responsibility of the VENDOR representative to be present during the review meetings. No additional cost whatsoever would be paid by the bank.
- 5.15.4.** All review meetings will be held at SIDBI Office where Bank's DR is co-located.

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#### **5.16. Pre- Implementation Inspection**

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- 5.16.1.** The successful VENDOR shall make available the necessary infrastructure, on receipt of the Purchase order as per technical requirements of the Bank and schedule.
- 5.16.2.** The VENDOR should confirm in writing the readiness of the co-location and hosting site and arrangements to the Bank, as and when the site is ready for installation of Bank's IT Infrastructure.
- 5.16.3.** The Bank along with its consultants (if required) will conduct an inspection and verify the readiness for implementation of its IT Infrastructure, based on outcome of the visit, Bank will advise the VENDOR for shifting of equipment.

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#### **5.17. Responsibility of SIDBI**

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- 5.17.1.** Provide access rights to the VENDOR for inspection of the Bank's existing DR site.
- 5.17.2.** Provide details of equipment to be shifted / hosted at the VENDOR datacenter.
- 5.17.3.** Make available access to the existing DR for Lift and Shift.
- 5.17.4.** Provide details of contact person at the location/ office who would be coordinating during co-location / project management etc.
- 5.17.5.** Provide details of system integrator personnel / Bank staff who will be sitting at site.
- 5.17.6.** Provide intimation to the vendor about procurement / buyback / replacement of hardware hosted at vendors site to enable vendor to issue necessary gate pass, permissions, access etc.

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## 6. Information to Bidders

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

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

### 6.1. Pre-bid Meeting

- 6.1.1. 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.
- 6.1.2. It would be the responsibility of the Bidders representatives (preferably one person per bidder) to be present at the venue of the meeting.
- 6.1.3. Clarification sought by bidder should be made in writing (Letter/E-mail) and submitted on or before the date as indicated in the "Critical Information" sheet. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 6.1.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank's ([www.sidbi.in](http://www.sidbi.in)) website and CPP Portal after the pre-bid meeting on or before the date as indicated in the "Critical Information" sheet. It would be responsibility of the bidder to check the websites before final submission of bids.
- 6.1.5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

### 6.2. Amendment to the bidding document

- 6.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 6.2.2. 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.
- 6.2.3. The amendment will be posted on Bank's website ([www.sidbi.in](http://www.sidbi.in)) and CPP portal (<http://eprocure.gov.in>).
- 6.2.4. 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.

### 6.3. Language of Bid

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

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#### 6.4. Documents Comprising the Bid

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

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#### 6.5. Bid Currency

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Bids should be quoted in Indian Rupee only.

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#### 6.6. Tender Form Cost

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

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#### 6.7. Earnest Money Deposit (EMD)

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- 6.7.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “**Critical Information**” section of the RfP.
- 6.7.2. EMD should be in the form of:
- a) Demand Draft / Banker's Cheque from a Scheduled Commercial Bank in favour of “Small Industries Development Bank of India” payable at Mumbai.
- OR**
- b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in [Annexure-VII](#).
- 6.7.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 6.7.4. Request for exemption from EMD (Security Deposit) will not be entertained.
- 6.7.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
- a) Issue of Lol / purchase order to the successful bidder **OR**
  - b) The end of the bid validity period, including extended period (if any) **OR**
  - c) Receipt of the signed contract from the selected Bidder; **whichever is earlier.**
- 6.7.6. 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.
- 6.7.7. In case the acceptance of the solution is delayed due to 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.
- 6.7.8. The bid security (EMD) may be forfeited:
- a) If a Bidder withdraws its bids during the period of bid validity.
  - b) If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
  - c) In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee.

- d) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

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#### **6.8. Period of Validity of Bids**

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- 6.8.1.** Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from date of closure of this RfP.
- 6.8.2.** 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.
- 6.8.3.** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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

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- 6.9.1.** The bids must be received by the Bank at the specified address not later than the date specified in "Critical Information" section.
- 6.9.2.** 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.
- 6.9.3.** 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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#### **6.10. 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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#### **6.11. Modification And/ Or Withdrawal of Bids**

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- 6.11.1.** 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.
- 6.11.2.** 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.
- 6.11.3.** No bid may be modified or withdrawn after the deadline for submission of bids.
- 6.11.4.** 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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#### **6.12. 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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#### **6.13. Contacting the Bank**

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- 6.13.1.** 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.

- 6.13.2.** 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.

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

- 6.14.1.** 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.
- 6.14.2.** 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.
- 6.14.3.** 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.
- 6.14.4.** 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.

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

- 6.15.1.** 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.
- 6.15.2.** The bidder has to submit signed Pre-Contract Integrity Pact as per the format at [Annexure-VIII](#) 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.

#### **6.16. Documents to be submitted**

Bidders are required to submit their responses in THREE envelopes, clearly superscribing the envelop. The contents of each envelop should be as under:

S.N.	Bid Contents	Annexure
<b>A.</b>	<b>MINIMUM ELIGIBILITY BID</b>	
1	<b>No. of Copies :</b> One Hard Copy and one Soft Copy	
2	<b>Cover Label:</b> "Minimum Eligibility - RfP for Co-location of DR Site – Tender No. 400/2019/1338/BYO/ITV dated May 29, 2018"	
3	<b>Cover Contents:</b>	
	(i.) DD/ Pay Order / BG towards EMD.	<a href="#">Annexure-VII</a>
	(ii.) DD/ Pay Order towards cost of tender form.	
	(iii.) Bid forwarding letter	<a href="#">Annexure -I</a>
	(iv.) Minimum eligibility criteria	<a href="#">Annexure -II</a>
	(v.) Power of Attorney for authorized signatory	<a href="#">Annexure -V</a>
	(vi.) Non-Blacklisting	<a href="#">Annexure -VI</a>
	(vii.) Pre-contract integrity pact	<a href="#">Annexure -VIII</a>

S.N.	Bid Contents	Annexure
	(viii.) Statement of deviation	<a href="#">Annexure -X</a>
<b>B.</b>	<b>TECHNICAL BID</b>	
1	<b>No. of Copies:</b> One Hard Copy and one Soft Copy	
2	<b>Cover Label:</b> "Technical Bid - RfP for Co-location of DR Site – Tender No. 400/2019/1338/BYO/ITV dated May 29, 2018"	
	<b>Cover Contents:</b>	
	(i.) Technical Bid with all relevant Annexures and proof.	<a href="#">Annexure - III</a>
3	(ii.) Undertaking regarding ownership of site	<a href="#">Annexure -IX</a>
	(iii.) Bank Mandate Form	<a href="#">Annexure -XI.</a>
	(iv.) Compliance Statement	<a href="#">Annexure -XII</a>
4	(v.) Masked Commercial bid <sup>\$\$</sup> ( <i>please see foot note</i> )	<a href="#">Annexure -IV</a>
5	(vi.) Statement of Deviation	<a href="#">Annexure -X</a>
<b>C.</b>	<b>COMMERCIAL BID</b>	
1	<b>No. of Copies:</b> One Hard Copy	
2	<b>Cover Label:</b> "Commercial Bid - RfP for Co-location of DR Site – Tender No. 400/2019/1338/BYO/ITV dated May 29, 2018"	
3	<b>Cover Contents:</b>	
	(i.) Commercial Bid	<a href="#">Annexure –IV</a>
<sup>\$\$</sup> <b>Masked Commercial Bid should be in the same format as the actual commercial bid. All the quoted items in the commercial bid should necessarily be indicated as 'Quoted' even if the cost for any item in quoted as '0' or left blank.</b>		

#### 6.17. Sealing and Marking

- 6.17.1. 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.
- 6.17.2. Relevant documents must be submitted as proof wherever necessary. .
- 6.17.3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 6.17.4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 6.17.5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 6.17.6. All the three sealed and marked (refer Section 6.16) envelopes (Minimum Eligibility, Technical and Commercial Bid) are to be enclosed in a single sealed envelop and marked "RfP for Co-location of Bank's DR Site, Tender No. 400/2019/1338/BYO/ITV dated May 29, 2018".
- 6.17.7. 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.
- 6.17.8. 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,  
MSME Development Center,  
3rd Floor, Information Technology Vertical [ITV],

Plot No.C-11, 'G' Block, Bandra Kurla Complex,  
Bandra (East), **Mumbai 400 051**

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**6.18. Hosting of RfP**

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- 6.18.1.** 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).
- 6.18.2.** SIDBI reserves the right to change the dates mentioned above.
- 6.18.3.** Changes and clarification, if any, related to RfP will be posted on [www.sidbi.in](http://www.sidbi.in) and [eprocure.gov.in](http://eprocure.gov.in) only.
- 6.18.4.** Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

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**6.19. 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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**6.20. Public Procurement Policy on Micro and Small Enterprises (MSEs)**

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- 6.20.1.** SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 6.20.2.** 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).
- 6.20.3.** 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.
- 6.20.4.** 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.
- 6.20.5.** The bidder to note that, in the current RfP splitting of order is not applicable.

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## 7. Minimum Eligibility Criteria

7.1.1. The bidder to satisfy the following Minimum Eligibility criteria:

S.N.	Criteria	Proof to be Submitted
1	Should be either a Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.	<ul style="list-style-type: none"> <li>Partnership firm: Certified copy of Partnership Deed.</li> <li>Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business.</li> <li>Reference of Act/Notification</li> <li>For other eligible entities: Applicable documents.</li> </ul>
2	The bidder should have minimum experience of providing DataCenter co-location services in India (hosting should be in India) for last <b>five years</b> as on the date of the RfP.	Statutory auditor certificate indicating that bidder is in DataCenter co-location services in India for last five years.
3	The bidder should have a minimum average annual turnover of at least ₹20 crore during last three (3) financial years i.e. FY 2015, 2016 and 2017.	Supporting the fact, the bidder should furnish:
4	The bidder should have positive net worth and cash profit [i.e., no cash loss] in 2 years out of last 3 Financial Years i.e. FY 2015, 2016 and 2017.	<ul style="list-style-type: none"> <li>a) Audited annual reports for FY2014-15, FY 2015-16 and FY2016-17 (if available) and</li> <li>b) Statutory Auditor certificate for FY2014-15, FY 2015-16 and FY2016-17. The Statutory Auditor certificate should provide the details of networth, cash profit and turnover for the FY 2015, 2016 and 2017.</li> </ul>
5	The proposed Data Centre Premise for hosting Bank's DR should be at Chennai and should be at least <b>tier III</b> compliant.	<ul style="list-style-type: none"> <li>a) Supporting document - publicly available information of the proposed data center along with an undertaking on a VENDOR letterhead, clearly mentioning that the Data Centre Premise is complying with tier III [or higher] requirements.</li> <li>b) A valid Tier-III certification copy from the authorised agency to be submitted.</li> <li>c) Undertaking / declaration on bidder letter head with the details of the proposed address duly signed by authorised signatory and stamped to be submitted.</li> </ul>

S.N.	Criteria	Proof to be Submitted
6	ISO 27001 or BS 7799-3 ( <b>Mandatory</b> ) for the bidders DataCenter offered / proposed to Bank. The certification should be in-force.	Certification from Governing Body for each proposed DataCenter.
7	a) The bidder must be providing Data center co-location and hosting facility to <b>at least 05 customers</b> and are operating from its data centers in India as on RfP date.  b) Of the above submitted credentials, <b>at least one (1) credential should be of a BFSI Organization</b> in India who have co-located / hosted their Data Centre or Near Disaster Recovery (NDR) Site or Disaster Recovery site.	PO or Credential letter from customers who have hosted their DC, DR, NDR at bidders co-hosting facility mentioning that, they have taken DataCenter co-hosting facility from the VENDOR to be submitted.
8	The proposed Data Center should be owned and operated by the bidder. No Partnership / Consortium is allowed.	Self-declaration / undertaking to this effect on company's letter head signed by company's authorized signatory
9	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 / undertaking to this effect on company's letter head signed by company's authorized signatory as per <b>Annexure-VI</b> .
10	A Board Resolution / authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.	Board Resolution / authorization letter from the board of directors / or Power of Attorney as per format given in <b>Annexure-V</b> to be submitted.
11	The bidder should submit Pre-Contract Integrity Pact as per format provided in the RfP.	Pre-Contract Integrity Pact duly signed by authorized signatory on <u>non-judicial stamp paper</u> of requisite value (to be borne by the bidder) as per format given in <b>Annexure-VIII</b> need to be enclosed.

**7.1.2.** The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. The criteria mentioned above is mandatory.

**7.1.3.** Only those who fulfill all the eligibility criteria will qualify for further evaluation.

**7.1.4.** 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.

**7.1.5.** Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

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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.

### **8.2. 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, 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.** Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 8.2.5.** The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 8.2.6.** 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 etc.

### **8.3. Evaluation of Eligibility Criteria**

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

#### 8.4. Technical Evaluation

- 8.4.1.** Bidders satisfying eligibility criteria will be thoroughly evaluated by the Bank on compliance of Technical Specifications/Requirements/Scope of Work of the desired solution / facility. Vendors are expected to submit detailed documentary evidence for all services provided by their solution/facility specifically the ones included in the Technical Specifications/ Scope of Work, Annexures etc.
- 8.4.2.** After above, technical bids of eligible bidders will be thoroughly evaluated by the Bank and those bidders satisfying the eligibility Criteria will receive a technical score based on their responses to the evaluation format and supporting documents. The score received by bidders in technical round will hereafter be called the Technical Score (T).
- 8.4.3.** This evaluation will be carried out on a total score of 500 on the basis of the following evaluation parameters defined in this section.
- 8.4.4.** The evaluation methodology is further broken down into sub areas as under:

S.N.	Technical proposal Evaluation	Maximum Score
1	Bidders Past Experience	100
2	Compliance to Technical Specifications as in <a href="#">Annexure -III.</a>	300
3	Customer Feedback	50
4	Bidders Technical Proposal Presentation	50
5	<b>Total</b>	<b>500</b>

- 8.4.5.** Any critical non-compliance/deviations may lead to disqualification of the Bidder.
- 8.4.6.** Bank at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in case the submission/responses received from the Bidder or site visits were found to be unsatisfactory.
- 8.4.7. The detailed technical evaluation methodology is given below:**

##### **A. Bidders Past Experience**

The various parameters and weightages for Past Experience is as follows:

S.N.	Parameter	Mark Allocation	Maximum Marks	Supporting Documents as Proof
1	<b><i>The bidder must have provided co-hosting space for at least 05 rack space area in Tier III Data Centre co-location facility at the <u>PROPOSED SITE for the Bank in India.</u></i></b>  <b><i>Marks for submitted project credentials will be allotted as below:</i></b>		100	1. Copy of PO or Client certificate. 2. The following details should be highlighted: a) Date of PO / Contract b) Name of Clients c) Scope of Work
a.	One project / customer with at least 05 rack space.	25		
b.	Two Projects / customers with at	50		

S.N.	Parameter	Mark Allocation	Maximum Marks	Supporting Documents as Proof
	least 05 rack space for each customer.			
c.	Three Projects / customers with at least 05 rack space for each customer.	75		
d.	More than Three projects / customers with at least 05 rack space for each customer.	100		

#### **B. Compliance to Technical requirement as in Annexure**

1. Compliance to Minimum Technical Specifications mentioned in **Annexure-III** will be scored out of a total of **300 marks**.
2. Major non-compliances could lead to disqualification of the Bidder.
3. The compliance mentioned by Bidders in the **Annexure-III** - Minimum technical specifications will be analyzed and scored based on the RfP requirements vis-à-vis solution offered.
4. Bank shall also carry out Site Visits of the proposed floor in the proposed facility to verify the details and based on which marks will be awarded.
5. The bidder to make provision of the Bank & Consultants site visits to the sites offered by the VENDOR to the Bank.
6. The Cost for travel and lodging for the team identified by Bank will be borne by Bank for site visits. However, the Bidder may be expected to facilitate these arrangements.

#### **C. Customer Feedback**

1. The Bidder to provide contact details of **two** customers, out of which one should be from BFSI sector who have co-located their Data Center or Near Disaster Recovery site or Disaster Recovery Site at the premises proposed to the Bank.
2. The Bank's team would be contacting the bidder's customer over phone / visit / email. Hence, bidder to obtain necessary approvals from their customers.
3. The customer feedback, for each customer would carry a weightage of 25 points and would be evaluated on the following parameters. Maximum two customer feedbacks will be considered for max. score.:

S.N.	Parameter	Weightage
1	Overall Satisfaction of customer	10
2	Performance in providing timely services as per SLAs	5
3	Feedback on the Facilities offered by the bidder	5
4	Incidents towards downtime / failures	5
5	<b>Total</b>	<b>25</b>

#### **D. Presentation by Bidder**

The Bidders will be required to make presentations highlighting the various aspects of the proposed solutions. This process will also enable Bank to clarify issues that may be identified from the Bidders responses to the RFP. The Evaluation Committee decided by Bank will be scoring the presentation made by the Bidders based on following area.

S.N.	Evaluation of Bidders Presentation	Marks
1	Project organization, Project plan & Execution Methodology	15
2	Understanding of Scope of work.	15
3	Articulation of migration strategy.	15
4	Risk Mitigation Plan.	5
5	<b>Total</b>	<b>50</b>

**8.4.8.** The technical bid will be analyzed and evaluated, based on which the Relative Technical Score ( $RS_{Tech}$ ) shall be assigned to each bid on the basis of parameters mentioned above.

**8.4.9.** Relative Technical Score ( $RS_{Tech}$ ) for each bidder will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{High} \times 100$$

Where:

$RS_{Tech}$  = Relative score obtained by the bidder  
 $T$  = Technical score obtained by bidder  
 $T_{High}$  = Highest Technical score secured among the Bidders

**8.4.10.** Technical Bids receiving a  $RS_{Tech}$  greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

**8.4.11.** If less than 3 bidders qualify as per above criteria ( $RS_{Tech} \geq 75$ ), SIDBI reserves the right to short list maximum top 3 bidders subject to  $RS_{Tech} \geq 70$ .

#### **8.5. Commercial Evaluation**

**8.5.1.** The Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.

**8.5.2.** The date for opening of commercial bids will be separately advised.

**8.5.3.** Relative Technical Score ( $RS_{Tech}$ ) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders who qualify the criteria as specified above, would be opened for commercial evaluation.

**8.5.4.** Based on the total cost quoted by the Bidders, the Bidders would be declared L1, L2, L3 and so on.

**8.5.5.** The Bank will shortlist L1 bidder for entering into contract.

#### **8.6. 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 the unit price quoted by the bidder but the total bid price of the item has not been worked out, the unit price quoted by the bidder shall be taken and total price would be calculated.
3. 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.

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**8.7. Award and Signing of Contract**

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- 8.7.1. Selected bidder would be issued 'Letter of intent (Lol) / Purchase Order on final selection and completion of internal approval formalities of the bank.
- 8.7.2. The bidder has to return the duplicate copy of the Lol / PO along with NDA (as per format given in [Annexure –XIV](#) of the RfP) within 7 working days, Stamped and Signed by Authorized Signatory as token of acceptance.
- 8.7.3. The bidder will be required to initialise the process for finalisation and execution of contract within one month (30 days) from date of Lol / PO.

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## 9. Service Level Agreement

### 9.1. Detailed Service Levels and Definitions

- 9.1.1. This Section describes the service levels that have been established for the Services offered by the VENDOR to the BANK. The VENDOR shall monitor and maintain the stated service levels to provide quality customer service to the BANK.
- 9.1.2. The VENDOR should ensure that there is no downtime of facility during:
1. Scheduled maintenance, alteration, upgradation of VENDORS infrastructure
  2. Natural Calamities including but not limited to rains, floods, earthquakes etc
  3. Terrorists acts, vandalism, riots, public unrest etc.
- 9.1.3. The selected VENDOR should guarantee and ensure monthly **uptime of 99.982%** of the facility and allied infrastructure, failing which the selected VENDOR is liable for Liquidity Damages for downtime and failure incidents.
- 9.1.4. 'Month or month' means 'calendar month', 'Week or week' means 'Calendar week' starting from Sunday, 'Day' means 'Calendar day' & fraction of minutes will be considered as completed full minutes for any calculation purpose.
- 9.1.5. **System Availability**

System "Availability" is defined as:	$\frac{\{(Scheduled\ Operation\ Time\ of\ DataCenter - IT\ infrastructure\ downtime)\}}{(scheduled\ operation\ time)} * 100\%$
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Where:

- a) **"DataCenter"** means the facility propose by the VNEDOR to co-host Bank's DR.
- b) **"Scheduled Operations Time"** means the scheduled operating hours of the system for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- c) **"IT Infrastructure Downtime"** subject to the SLA, means the accumulated time during which the IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank and/or its customers log a call with the vendor help desk of the failure or the failure is known to the VENDOR from the availability measurement tools to the time when the System is returned to proper operation.
- d) Critical and Key infrastructure of DataCentre, as defined in subsequent sections, will be supported on 24x7 basis. Outage shall commence when each or either of Critical and Key infrastructure items fail.
- e) Data Centre Facility are down resulting in non-availability of any of the deployed infrastructure of the Bank, then the services listed in the availability measurements table shall be considered for calculating the downtime.

### 9.1.6. Resolution Time

The typical Resolution time which will be applicable only if any equipment or Infrastructure is down.

Level	Type of Infrastructure	Function / Type of Technology	Typical Resolution Time
Critical	Environmental Infrastructure	1. Access controls 2. UPS supply 3. Air conditioning 4. Fire Detection System 5. Water Detection systems 6. Humidity Controllers 7. Gen-sets 8. Building Management System 9. LAN and cross connect cabling 10. Power	Within 10 minutes
Critical	Network	Cross connects, LAN between caged and seating area, inter-rack connectivity provided by the VENDOR.	Within 10 minutes.
Key	Environmental Infrastructure	All other environmental infrastructure being a part of VENDOR solution and not considered as critical.	Within 30 minutes

## 9.2. Service Levels

**9.2.1. Service Levels will include Availability measurements & Performance Measurements.**

### 9.2.2. Availability Measurements

1. Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank by the VENDOR at the end of every month containing the summary of all incidents reported and associated VENDOR performance measurement for that period.
2. All Availability Measurements will be **on a monthly basis** for the purpose of Service Level reporting.
3. The Availability measurements would be:

Level	Type of Infrastructure	Function / Type of Technology	Uptime
Critical	Environmental Infrastructure	Availability of Critical environmental infrastructure.	99.982%
Critical	Network Links	Cross connects, links between caged and seating area, inter-rack connectivity.	99.982%
Key	Environmental Infrastructure	Availability of Key environmental infrastructure.	99.50%

### 9.2.3. Performance Measurements

Performance measurements will normally be done on monthly basis or as required by the Bank.

Type of Infrastructure	Function / Type of Technology	Expected Service Level
Down time for servicing.	Each planned down - time for servicing (upgradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during Business hours will be scheduled in consultation with the Bank	99.50%

- 9.2.4. All individual elements under respective level and type will be aggregated to arrive at the service level.

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## **10. Special Terms and Conditions**

### **10.1. Duration of Contract**

- 10.1.1.** Bank will enter into contract initially for a period of 5 years, however, the same should be extendable with maximum upto extensions of 5 years or part thereof, if the bank so desires.
- 10.1.2.** The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at the time of extension of contract.
- 10.1.3.** Bank reserves the right to exit the contract after due notice of 3 month.

### **10.2. Signing of Contract**

The successful bidder(s) shall be required to enter into a contract with the Bank within 30 days of the award of the contract/PO/LOI or within such extended period as may be specified by Bank, based on terms and conditions as contained in this RfP document and other standards relevant clauses as well as bidders offer document with all its enclosures, modification arising out of negotiation / clarification etc.

### **10.3. Price**

- 10.3.1.** Prices quoted by the bidders should include all local taxes, GST, duties, levies, transportation costs etc., till the bid validity period.
- 10.3.2.** 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, changes in costs related to the materials and labour or other components or for any other reason.
- 10.3.3.** Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods / services at site including incidental services and commissioning.
- 10.3.4.** While any increase in the rates of applicable taxes or impact of new taxes imposed by GoI, subsequent to the submission of commercial bid shall be borne by 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.
- 10.3.5.** No other cost whatsoever will be paid by SIDBI.

### **10.4. Payment Schedule**

#### **10.4.1. Payment for Co-location Services and Seating Space**

- 1. The co-location services charges and seating space charges (25% of annual charges) will be paid quarterly in arrears post the successful commissioning of the co-location site and acceptance of all the relevant requirements under this RfP.
- 2. The quarter will mean calendar quarter(s). However, for the first quarter, the payment shall be from the date of acceptance to the end of that quarter.
- 3. The VENDOR has to submit tax invoices, along with the uptime report. The Bank will be making the payment after deducting TDS.
- 4. LD and any other charges that are due to the Bank on account of non-compliance of SLA Terms & the uptime guarantee as per the Tender for the quarter will be deducted in subsequent quarter. The VENDOR has to collect

the LD statement from the Bank and submit credit note / invoice towards LD along with invoice for the quarter, the net of the same will be released.

**10.4.2. One Time Charges**

1. Cost of the One Time charges would be payable on successful commissioning and completion of the acceptance test exercise by the Bank for all the activities/ services deemed to be one time installations in this RfP document.
2. LD and any other charges that are due to the Bank on account of non-compliance of SLA Terms will be deducted while releasing the one time charges.
3. The bidder to submit the credit note for the LD while claiming the payment. The net of the invoice value and credit note will be released to the bidder.

**10.4.3. Payment of Power Charges**

Power charges will be payable quarterly (on actual power consumed by the Bank) in arrears on submission of:

1. Power meter readings / verification sheet by SIDBI official / SIDBI authorised personnel
2. Tariff table from respective electricity service provider
3. Invoices

**10.4.4. Payment for Optional Items**

Cost towards optional items would be payable as per contracted rate on successful completion of the work and acceptance by the Bank.

- 10.4.5. No advance payment will be made against any of the heads in commercial bid.
- 10.4.6. 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–XV](#). 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.
- 10.4.7. Payment for any quarter will be made after deducting TDS/other taxes and applicable LD pertaining to the previous quarter. Bidder will be required to furnish the documentary proof while claiming the appropriate payment.
- 10.4.8. All the payments will be made in India Rupee only, by SIDBI, Chennai Office electronically through RTGS/ NEFT within 30 days from date of receipt of undisputed invoice along with credit note/invoice, if applicable. Hence, Bidder to submit Bank Mandate Form (as per [Annexure –XI](#)) along with cancelled cheque in original with Minimum Eligibility bid.
- 10.4.9. On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
- 10.4.10. 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.
- 10.4.11. **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.

- 10.4.12.** 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.

## 10.5. Liquidity Damages

### 10.5.1. Availability (A)

1. Inability of the solution (entire Infrastructure provided by the VENDOR - for example AC, UPS, DG, Power etc.) to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) detailed under the above clauses would result in breach of contract and would invoke the LD clause.

<b>A</b> >= 99.982%	No Penalty
99.00% =< <b>A</b> < 99.982%	2 days equivalent of charges of that year's total datacenter co-hosting amount, on a pro-rata basis.
98.00% =< <b>A</b> < 99.00%	5 days equivalent of charges of that year's total datacenter co-hosting amount, on a pro-rata basis.
<b>A</b> < 98%	Penalty at the rate of 1% of annual charges for every 0.1% lower than 98%.

2. Record and data for the Service Availability computations and determinations as available in "Downtime / Availability" report.
3. The LD will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled after due notice of 30 days (with cure period of 30 days)
4. Total Data Centre co-hosting charges shall be as per the definition provided in [Annexure-IV](#) as Commercial Bid.
5. **Availability Service Level Default**
  - a) Availability Service Level will be measured **on a monthly basis**.
  - b) The VENDOR performance to Availability Service Levels will be assessed against Minimum Service Level requirements on a monthly basis for each criteria mentioned in the Availability measurement table.
  - c) An Availability Service Level default will occur when the vendor fails to meet Minimum Service Levels, as measured **on a monthly basis**, for a particular Service Level.

### 10.5.2. Site Readiness

LD will also be levied upon for any delays in providing space with racks, LAN, electrical, MUX connectivity to each rack and the sitting area as required etc. The deduction towards the delays of such deliverables will be 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

### 10.5.3. Liquidity Damages Calculation Examples

#### **Example 1:**

If the Data Centre Co-Hosting Charge is ₹1,00,00,000/- and the VENDOR achieves an Availability of 99.6% in the month of May (31 days). Penalty to be levied 2 days equivalent charges for that year's for Centre Co-location amount,

on a prorata basis.

Per Day Charges = Rs. (1,00,00,000/-) / 365 = INR 27,397.30.

LD = 2 X 27,397.30 = INR 54,794.60.

**Example 2:**

96.2% is the Availability achieved in a particular month and the yearly co-location charge is 1,00,00,000 INR

98 % - 96.2 % = 1.80%

1.8 / 0.1 = 18 points LD

1% annual charge = INR 1,00,000

18 X 1,80,000 = INR 18,00,000.

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**10.6. Fault Reporting, Trouble Ticketing and Call Closure Procedure**

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- 10.6.1.** Bank personnel shall notify the VENDOR data center HELPDESK to report a Service Outage. The VENDOR data center HELPDESK shall have a Trouble Ticket opened for the Bank and Bank shall quote the Trouble Ticket Number in all future communication.
- 10.6.2.** Upon opening of a Trouble Ticket, VENDOR shall investigate the reported Service Outage and shall promptly rectify the same.
- 10.6.3.** In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the Bank, before taking the equipment's in maintenance.
- 10.6.4.** Any call, which is not resolved within 10 minutes of reporting, must be informed to Bank.
- 10.6.5.** Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the Bank.
- 10.6.6.** Upon such rectification, Service Provider shall communicate the same to the Bank and close the Trouble Ticket. Service Provider shall ensure that call closure is done after Bank's acknowledgement.
- 10.6.7.** The service window for all the calls shall be 24x7.

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**10.7. Termination of Contract**

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- 10.7.1.** The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, for any valid reason, including but not limited to the following reasons:
  - 1. 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
  - 2. If the bidder fails to perform any other obligation(s) under the contract.
  - 3. Discrepancies / deviations in the agreed processes and/or products.
  - 4. Violation of terms & conditions stipulated in this RFP
  - 5. Laxity in following security standards laid down by the Bank

6. Discrepancies / deviations in the agreed processes and/or products

- 10.7.2.** In case of order cancellation, any payments made by the Bank to the VENDOR (for period for which services are not availed) would necessarily have to be returned to the Bank with interest @ 15% per annum, further the VENDOR would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other SP/vendor. This is after repaying the original amount paid.

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#### **10.8. Termination for Default**

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- 10.8.1.** Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the VENDOR, terminate the contract in whole or part: if the VENDOR fails to deliver any or all of the systems 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 Vendor fails to perform any other obligation(s) under the Contract.
- 10.8.2.** In the event Bank terminates the Contract in whole or in part, BANK may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the VENDOR shall be liable to Bank for any excess costs for such similar systems or services. However, the VENDOR shall continue the performance of the contract to the extent not terminated.

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#### **10.9. Termination for insolvency**

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Bank may at any time terminate the Contract by giving written notice of one 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.

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#### **10.10. Periodic Review & Inspection**

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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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#### **10.11. Project Timelines**

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- 10.11.1.** The bidder should adhere to the project schedule as stipulated in the below table. Failure to do so would be liable for LD as stated in the RfP, unless Bank grant an extension to the bidder in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of Bank to grant such an extension. The project timelines are as follows:

S.N.	Activity	Project Timelines
1	a) Making the Server / cage area ready with racks and all cabling and available for setting up the Bank's IT infrastructure in racks (Site should be ready with electrical cabling, LAN cabling and other facilities.) b) Seating arrangement for the Bank appointed onsite personnel (along with necessary furniture, electrical power, etc.)	<b>FOUR</b> weeks from date of PO.
2	Site completely ready for Inspection and acceptance testing.	<b>FIVE</b> weeks from the date

S.N.	Activity	Project Timelines
	The site inspection may be conducted by Bank officials / appointed consultant / System Integrator / Application vendor etc. for this purpose.	of PO.
3	Shifting, installation and commissioning.	<b>EIGHT</b> Weeks from date of PO.

**10.11.2.** *The reference date for purpose of counting all timelines as mentioned above would be the date of Lol / Purchase Order.*

**10.11.3.** The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.

**10.11.4.** The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

**10.11.5.** The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, acceptance etc. of the deliverables) by the Bidder.

## 10.12. Acceptance

**10.12.1.** The facility will be accepted once the site is made ready as per the SoW, shifting/ installation of equipment and inspected by the Bank's team and the Bank issues the acceptance in writing.

**10.12.2.** The Bidder shall obtain Acceptance Certificate/s from the Bank, which would contain the date of acceptance.

**10.12.3.** The contract period would commence from the date of acceptance.

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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.** "B/bidder", "Vendor", "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 VENDORS Data Center in India.
- 11.1.10.** Solution/Services/Work/System, "Solution" or "Work" or "System", "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance of the Supplier covered under the RFP.

### **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.

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### **11.3. Subcontracts**

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- 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. The 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.

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### **11.4. Governing language**

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- 11.4.1.** The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

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### **11.5. Applicable laws**

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

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

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

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

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

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### **11.8. Performance security**

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- 11.8.1.** 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 the total order value of 5 years with validity of 05 years and an additional 6 months for invocation period. The PBG should be submitted within 21 days from the issue date of Lol/PO. If the Performance Guarantee is not submitted, the Bank reserves the right to cancel the contract and forfeit the EMD.

- 11.8.2.** The Performance Guarantee would be returned to the vendor after the expiry of invocation period or within 6 months from the date of termination of the contract.
- 11.8.3.** Performance Bank Guarantee may be invoked in case of violation of any of the terms and conditions of this document and also in case of deficiency / delay in implementation/services provided by the successful bidder.
- 11.8.4.** In case of extension of the contract beyond initial period of 05 years, the bidder will be required to submit the Performance Bank Guarantee equivalent to 10% of the order value for the total extension period with additional 6 months towards invocation period.

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**11.9. 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 VENDOR in the event of the security being not enough to fully cover the loss/damage.

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**11.10. 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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**11.11. No Commitment to Accept Lowest or Any Offer**

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- 11.11.1.** The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 11.11.2.** The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 11.11.3.** The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.
- 11.11.4.** However, the Bank on specific request of the bidder in writing, may furnish the reasons for rejecting the bid/tender.

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**11.12. Information Security**

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Bidder will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. The same will be provided to the successful bidder.

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

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Subsequent to the order being placed with SIDBI, in the event of bidder 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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**11.14. 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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**11.15. 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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#### **11.16. Patent Rights**

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**11.16.1.** 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.

**11.16.2.** 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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#### **11.17. 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:

**11.17.1. "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.

**11.17.2. "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.

**11.17.3. "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;

**11.17.4. "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

**11.17.5. "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

- 11.17.6.** 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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**11.18. Waiver**

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

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**11.19. Violation of terms**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity.

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**11.20. Confidentiality**

- 11.20.1.** The VENDOR 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.
- 11.20.2.** In case the selected VENDOR acts is extending similar services to multiple customers, VENDOR shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.
- 11.20.3.** The VENDOR shall not, without the prior written consent of the Bank, disclose that it is providing co-location services to SIDBI.
- 11.20.4.** The VENDOR shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).
- 11.20.5.** The VENDOR shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.
- 11.20.6.** The selected VENDOR shall submit a non-disclosure agreement as per [Annexure-XIII](#) on non-judicial stamp paper of appropriate value.

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**11.21. IPR Infringement**

As part of this project bidder/service provider will use software/tool to deliver services. If the use of any such software by / for SIDBI, infringes the intellectual property rights of any third person, bidder 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 under this project.

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**11.22. Limitation of Liability**

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VENDORS aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

1. IP Infringement indemnity
2. Bodily injury (including Death) and damage to real property and tangible property caused by VENDOR's gross negligence.
3. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. VENDOR shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

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**11.23. Quality Control and Audit**

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**11.23.1.** The Bank may, at its discretion, get the services of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors/authorised representative. The finally selected bidder shall facilitate the same. The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work. The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract. VENDOR shall inform their readiness for the pre-commissioning inspection at least 3 days in advance. All reasonable facilities, tools and assistance including access to drawings should be provided to the Banks officials and their consultants during inspection. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants if the site offered for inspection is not as per Bank's requirement or the conditions are not complied with. The site should be ready for inspection as per the stipulated timelines in this tender. If the VENDOR fails to intimate the date of inspection as per the timelines stipulated in this tender, it will be treated as a breach of contract and the Bank reserves the right to levy penalty. The site will not be accepted as complete if any facility as required is not available or not up to the standards projected by VENDOR in their response and the requirement of this tender.

**11.23.2.** There will be an acceptance inspection by the Bank or its nominated consultants for the site. In case of discrepancy in facilities provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the VENDOR at the sites in the presence of the officials of the Bank and / or its consultants. The contract tenure for the site will commence after acceptance of the site by the Bank. The inspection will involve checking of the facilities – like access control, caging, electrical cabling, precision AC, power supply systems, electrical system, no. of points, LAN cabling, racks, seating space, BMS components and tools etc. There shall not be any additional charges for carrying out this inspection. The Bank will take over the site on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by VENDOR's representative and Bank's official or any consultant / auditor appointed by the Bank should be received at SIDBI Chennai Office along

with invoice etc. for scrutiny before taking up the request for consideration of payment.

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**11.24. Privacy and Security Safeguards**

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The bidder shall not publish or disclose in any manner, without the Bank's 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 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 manner, without the Bank's 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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**11.25. Rights to Visit**

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- 11.25.1.** 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 designates 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.
- 11.25.2.** 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.
- 11.25.3.** The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the 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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**11.26. Audit**

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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. Further, the following points may also be noted:

- Generally prior intimation will be given to the bidder. However, there may be certain occasions w.r.t audit carried out by RBI / other regulatory & statutory authorities where in advance notice may not be possible.
- Timelines of audit will be discussed on case to case basis.
- Since such audits shall be carried out on / for behest of SIDBI, the cost will not be borne by the vendor. However, the cost for facilitating the audit at the facility (DR), if any, shall be borne by the vendor.
- If errors or deficiencies in the services are identified by an audit or otherwise, the findings shall be discussed by the Parties in good faith and, if required, the Vendor shall take prompt corrective action and advise SIDBI thereof.

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

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

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#### **11.28. Right of Publicity**

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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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#### **11.29. Indemnity**

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**11.29.1.** The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidders obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order.

**11.29.2.** Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

**11.29.3.** In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidders cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

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#### **11.30. Transition Support**

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In the event of expiry of term / termination of the contract the bidder shall provide all such assistance to Bank and/or the new vendor selected by the Bank to access to the facility, use of lift / service lift, entry permission for vehicles, parking of vehicles closer to the lift, providing trolley to carry heavy equipment's, gate pass for the equipment and manpower deployed etc.

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#### **11.31. Force majeure**

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**11.31.1.** 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.

- 11.31.2.** 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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### **11.32. Resolution of Disputes**

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- 11.32.1.** 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.
- 11.32.2.** 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.
- 11.32.3.** 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.
- 11.32.4.** Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 11.32.5.** Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 11.32.6.** 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.
- 11.32.7.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.32.8.** For the purpose of all notices, the following shall be the current address:
- The General Manager  
Small Industries Development Bank of India  
756-L, Anna Salai, **Chennai – 600002**, Tamil Nadu

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### **11.33. Other Clauses**

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- 11.33.1.** SIDBI has the sole ownership of and the right to use, all data that may be in possession of the VENDOR or its representative in the course of performing the services under the agreement that may be entered into. All documents, reports, information, data etc. collected and prepared by VENDOR in connection with the Scope of Work submitted to SIDBI will be property of the Bank. The VENDOR shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. VENDOR shall not without the prior written consent of SIDBI be entitled to

publish studies or description article with or without illustrations or data in respect of or in connection with the performance of services.

- 11.33.2.** No provision of the RfP is intended to, or shall, confer any right on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.
- 11.33.3.** The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits etc in connection with delivery of products/services at site including incidental services and commissioning.
- 11.33.4.** The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected VENDOR may have to execute an indemnity bond in favour of the Bank in this regard.
- 11.33.5.** Providing clarifications / particulars / documents etc to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the VENDOR at his cost.
- 11.33.6.** Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the VENDOR. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the VENDOR from his responsibility to pay any tax that may be levied in India on Income and Profits made by the VENDOR in respect of this contract.
- 11.33.7.** No failure or delay on the part of either party relating to this 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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#### **11.34. Representation and Warranties**

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The VENDOR shall be deemed to have made the following representations and warranties as of the date of the bid:

1. That the bidder has the requisite qualifications, skills experience and expertise in providing services contemplated hereunder. It has the technical know how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service / systems sought to SIDBI.
2. That the VENDOR is not involved in any major litigation, potential, threatened / existing that may have an impact of affecting or compromising the performance and delivery of services / systems under the contract.
3. That the representations made by the VENDOR / bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless SIDBI in writing specifies to the contrary, the VENDOR/bidder shall be bound by all the terms of the bid.

4. That the VENDOR has professional skills, personnel and resources / authorisation that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract.
5. That the VENDOR shall ensure that all assets including but not limited to software's, licenses, databases, documents etc developed, procured, deployed and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
6. That the VENDOR shall use assets as SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the contract. The bidder shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
7. That the VENDOR shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, Officers, employees, representatives, consultant and agents indemnified in relation thereto.
8. That all the representations and warranties as have been made by the Bidder with respect to its bid and contract / agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
9. That the execution of the services would be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
10. That there are no inquiries or investigations have been threatened, commenced or pending against the VENDOR / bidder or its team members by and statutory or regulatory or investigative agencies.
11. That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the contract and has taken all necessary corporate action to authorise execution, delivery and performance by it of the Contract.
12. That neither the execution and delivery by the VENDOR of the contract nor the VENDOR's compliance with or performance of the terms and provisions of the contract will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or Governmental authority binding on the VENDOR nor will it conflict or be inconsistent with or result in any breach of of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the VENDOR is a party or by which it or any of the property or assets is bound or to which it may be subject or violate any provision of the constitution documents of the VENDOR.
13. That the VENDOR certifies that all registrations, recording, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be affected or made by the VENDOR / bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
14. That there has not and shall not occur any execution, amendment or modification of any Contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract or services rendered.

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## 12. Annexures

SIDBI

**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,  
3rd Floor, MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
**Mumbai - 400 051**

Dear Sir,

**Co-location and hosting Data Centre Facilities for Bank's -  
Disaster Recovery Site**

We, the undersigned, offer to submit our bid in response and accordance with your tender No. **400/2019/1338/BYO/ITV dated May 29, 2018**. 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.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

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).

We agree that, the rates quoted by us would serve as a rate contract for future additional services.

We agree that, the Bank will pay power charges based on actual power units consumed.

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.

Dated at \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Yours sincerely,

**Date**

**Signature of Authorised Signatory ...**

**Place**

**Name of the Authorised Signatory ...**

**Designation ...**

**Name of the Organisation ...**

**Seal ...**

## 12.2. Annexure –II: Minimum Eligibility Criteria

### 12.2.1. Details of Bidder

S. N.	Particulars	Documents to be Submitted	Bidders Response (to be filled in by bidder)
1	Name of the bidder entity		
2	Year of establishment		
3	Ownership of the bidder or entity		
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>Promotor / Director Details</b>		
a	Name		
b	Designation (Promoter / Director)		
c	Mobile No.		
d	Mail Id		
9	<b>Address of bidder Office at Chennai with contact numbers</b>		
a	Address		
b	Land Line No.		
c	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		
e	Specimen Full Signature and initials.		
11	<b>MSME Details</b>		
a	Whether Bidder MSME (Yes/No)		
b	MSME Registration No		
c	Date till which MSME Certificate is valid.		
d	Attested Copy of MSME		

S. N.	Particulars	Documents to be Submitted	Bidders Response (to be filled in by bidder)
	Certificate attached. (Yes /No)		
<b>12</b>	<b>Bank Account Details</b>		
a	Bank Name		
b	Account Number		
c	IFSC Code		
d	Account Type		
e	Copy of Cancelled Cheque attached. (Yes /no)		
f	Bank Mandate form as per <b>Annexure–XI</b> attached. (Yes/No).		

### 12.2.2. Financials

Amount in Lakhs

S.N.	Parameter → / FY↓	Annual Turnover	Cash Profit	Networth
1	2014-15			
2	2015-16			
3	2016-17			
4	Audited annual reports for FY2014-15, FY 2015-16 and FY2016-17 submitted (if available). (Yes / No).			
5	CA certificate for FY2014-15, FY 2015-16 and FY2016-17 submitted. (Yes / No).			

### 12.2.3. Eligibility Criteria

S.N.	Criteria	Bidder Response	Proof to be Submitted
1	Should be either a Government Organization/ PSU/ PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.		<ul style="list-style-type: none"> <li>Partnership firm: Certified copy of Partnership Deed.</li> <li>Limited Company: Certified copy of Certificate of Incorporation and Certificate of Commencement of Business.</li> <li>Reference of Act/Notification</li> <li>For other eligible entities: Applicable documents.</li> </ul>
2	The bidder should have minimum experience of providing DataCenter co-location services in India for last five years as on the date of the RfP.		Statutory auditor certificate indicating that bidder is in DataCenter co-location services in India for last five years.
3	The bidder should have a minimum average annual turnover of <b>at least Rs.20 crore</b> during the last three		Supporting the fact, the bidder should furnish: a) Audited annual reports for

S.N.	Criteria	Bidder Response	Proof to be Submitted
	(3) financial years i.e. FY 2015, 2016 and 2017.		FY2014-15, FY 2015-16 and FY2016-17 (if available) and
4	The bidder should have positive networth and cash profit [i.e., no cash loss] in 2 years out of last 3 Financial Years i.e. FY 2015, 2016 and 2017.		b) Statutory Auditor certificate for FY2014-15, FY 2015-16 and FY2016-17. The Statutory Auditor certificate should clearly indicate the Turnover, Networth and Cash Profit for the FY 2015, 2016 and 2017.
5	The proposed Data Centre Premise for hosting Bank's DR should be at Chennai and should be at least Tier-III compliant.		a) Supporting document - publicly available information of the proposed data center along with an undertaking on a VENDOR letterhead, clearly mentioning that the Data Centre Premise is complying with tier III [or higher] requirements. b) A valid certification copy from the authorised agency to be submitted. c) Undertaking / declaration on bidder letter head with the details of the proposed address duly attested, signed and stamped to be submitted.
6	ISO 27001 or BS 7799-3 <b>(Mandatory)</b> for the bidders DataCenter offered / proposed to Bank. The certification should be in-force.		ISO Certification from Governing Body for each proposed DataCenter.
7	a) The bidder must be providing Data center co-location and hosting facility to <b>at least 05 Companies</b> at its data centers in India as on RfP date. b) Of the above submitted credentials, one (1) credential should be from BFSI, Organization in India who have co-located / hosted their Data Centre or Near Site or Disaster Recovery site.		PO or Credential letter from Companies who have hosted their DC, DR, NDR at bidders co-hosting facility mentioning that, they have taken DataCenter co-hosting facility from the VENDOR to be submitted.
8	The proposed Data center building should be owned by bidder or on lease with		Self-declaration / undertaking to this effect on company's letter head signed by company's

S.N.	Criteria	Bidder Response	Proof to be Submitted
	unexpired lease duration of at least 12 years as on RfP date. No Partnership / Consortium is allowed.		authorized signatory
9	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 / undertaking to this effect on company's letter head signed by company's authorized signatory as per <a href="#">Annexure-VI</a> .
10	A Board Resolution/ authorization letter from the board of directors or Power of Attorney authorizing the Bid signing in favour of Bidder representative who would be signing all the pages of the bid.		Board Resolution / authorization letter from the board of directors / or Power of Attorney as per format given in <a href="#">Annexure-V</a> to be submitted.
11	The bidder should submit Pre-Contract Integrity Pact as per format provided in <a href="#">Annexure -VIII</a> of the RfP.		Pre-Contract Integrity Pact duly signed by authorized signatory on <u>non-judicial stamp paper</u> of requisite value (to be borne by the bidder) as per format given in <a href="#">Annexure-VIII</a> need to be enclosed.

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 ...**

**Note**

1. *Bidder response should be complete with all relevant documents attached.*
2. *Documentary proof, sealed and signed by authorized signatory, must be submitted*
3. *Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.*
4. *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 bidder's customers.*
5. *Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.*

### 12.3. Annexure –III: Technical Bid

#### 12.3.1. Technical Specifications

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
1	The facility should be either owned by bidder or on lease with unexpired lease duration of 12 years as on date of RfP.	5		
a.	Owned / Leased but exclusive Data Centre building	5		
b.	Owned / Leased but shared with multiple tenants	2		
c.	The bidder to submit <a href="#">Annexure-IX</a> along with documents.			
2	Age of Building	5		
a.	Less than 10 years	5		
b.	More than 10 years	3		
3	The Data Centre facility building should be away from hazardous chemical materials, LPG storage areas, chemical go-downs and other storage facilities meant for dangerous commodities.	3		
4	The proposed datacenter building should not be in low lying and flood prone area.	3		
5	The structural strength of the proposed building should have been certified and latest report to be available.	2		
	<i>Copy of report/ certificate to be attached.</i>			
6	The proposed building should be covered under comprehensive insurance on ongoing basis including risk related to earthquake, floods, fire, lightening, terrorist attacks etc.	3		
	<i>Copy of last year and current year insurance report to be attached. (Yes/No)</i>			
7	The bidder proposed site should have following compliance / certifications:	18		
a.	NFPA 70 & 75	3		
b.	IS 1893:1984 seismic Compliance	3		
c.	TIA 942 compliance	3		
d.	ISO 20000	3		
e.	ISO 9001	3		
f.	Compliance to ASHRAE Standards	3		
	<i>Copy of the relevant certification for the data center service only.</i>			

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
8	The bidder to provide clear space area proposed / considered for Bank for: a) Bank's DR: 05 racks, scalable to 07 racks.	10		
	<i>Layout Diagram of proposed site to be provided.</i>			
9	<b>Freight Lift/ Scissor lift</b> - The data center should have high capacity freight/ scissor lift for ease of movement of servers and high-density network devices.	3		
10	The doors for the server room, communications room, and other critical areas should be fire rated for minimum 2 hours.	3		
11	The server room area should have a raised floor height of minimum 2ft.	3		
12	The server hall height from raised floor to false ceiling should be at least 10ft.	3		
13	The false flooring in server hall should be fire resistant and tiles should be made up of Calcium Silicate.	3		
14	The Data Centre Site should have microprocessor-based system to detect water leakage.	3		
15	The Data Centre site should have electronic rodent control systems with operability on varied frequency range.	3		
16	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis.	5		
17	There should be sufficient power backups in place for running the Building Monitoring system in the event of power outage.	3		
18	Each component of data centre must allow concurrent maintenance without disruption to supply of services to data halls or support areas.	2		
19	The proposed data Centre space should have load bearing capacity of 1000Kg / Sq. m.	5		
20	Two independent power suppliers/ substations/ Grid Level redundancy each capable of supporting the site independently.	5		

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
	<i>Details of power arrangement to be submitted.</i>			
21	The incoming supplies from alternate power sub-stations arranged as N+1, each entering the site from diverse paths and each terminated in separate fire-resistant enclosures.	10		
	Whether the utility power enter the site via overhead or underground conduits and/or duct Bank's?			
	<i>Details to be submitted.</i>			
22	Diesel Tanks (for generators) - The data centre should have high capacity diesel tanks for ensuring 48-hour power backup with contracts for fuel supply on demand.	3		
23	The Diesel tanks should be underground.	2		
24	Generators should be capable of providing power for 48 hours and continuously even during refilling.	5		
25	The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source without any disruption.	3		
26	The design for cooling infrastructure at the data centre should be in lines with standard guidelines to support high density cooling needs.	2		
27	Redundant CRAC units to facilitate High density cooling needs.	5		
28	The bidder should be able to provide Auto Transfer Switch (ATS) for single power input systems.	2		
29	Biometric Access to the common entry to the Server room/ Server Hall area should be available	2		
30	The offered space to Bank for co-location should preferably not be top floor /ground Floor.	5		
31	A separate Cage dedicated for the Bank within the server room / Server Hall area. The cage area should be rectangle or square and have sufficient space for opening of front and rear doors for installation / replacement / trouble shooting of hardware and movement of service personnel.	10		

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
	<i>Following Details of cage area to be submitted:</i>			
	a) Layout of area allocated to Bank.			
	b) Size of cage area proposed.			
32	The server cage area entrance and exit should be accessible using the proximity card (access control) with biometric access.	2		
33	The racks in cage area should be of 42U size with horizontal and vertical cable managers and the bidder to provide inter-rack cabling using patch panels, cross connects to communication area, cable managers for structured cabling, redundant power strips, earthing for each rack etc.	5		
34	The bidder should be able to provide space in the same server hall for additional racks (beyond 07 racks) at the contracted rate during the period of contract.	5		
35	UPS should be configured in redundant mode i.e. N+1.	5		
	<i>Details of UPS arrangement to be submitted.</i>			
36	Two separate power paths from the UPS to be provided to the server / network communication room.	3		
37	The bidder shall provide separate meter for measuring the electricity units consumed by the Bank for the servers/ equipment.	3		
38	The proposed caged area should be well covered in the fire detection and suppression system	5		
39	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover Bank's Server / Cage area and other critical areas where Bank's components are placed.	5		
40	The VENDOR shall provide dedicated IP CCTV camera(s) along with other accessories in the cage area to capture all the activities carried out at the front and back of the rack. The video feed should be made available to the Bank on-site. Further, the video feed should be stored for a period of three months.	5		

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
	In case of any observation by the Bank's engaged auditor (IS, ISO, Regulators etc) during the period of contract on the positioning of CCTV cameras, VENDOR has to provide additional CCTV cameras, at contracted rate.			
41	Smoke detection and fire suppression system should cover proposed Bank's server caged area.	5		
42	The temperature in the server hall should be maintained at <b>22 +/- 2deg C</b>	2		
43	The humidity at the data centre should be maintained at <b>50 % +/- 10% RH.</b>	2		
44	The server halls should have advanced fire detection & suppression system through systems like VESDA, FM 200/FE 227, NOVEC 1230 respectively	2		
45	The Server room / Server Hall area should have precision air conditioning or equivalent with redundancy.	2		
46	The CCTV Feeds should be provided to Bank for monitoring the cages/ its infrastructure.	5		
47	Availability of 3 phase, 4 wire power system in sever hall / cage area.	3		
48	The Server room area should be provided with Water Leak detection system and fire alarm system	3		
49	Air Quality in the data center site should be of severity level G1 (mild) as per ISA -71.04.	5		
50	Activities to be recorded and the archival should be kept	5		
a.	Server hall CCTV (common) recording kept for more than one month.			
b.	Server hall CCTV (common) recording kept for one month only.			
51	The vendor should be able to share the video monitoring data in case required by Bank.	5		
52	Entry & Exit should be restricted and monitored and should also be in CCTV surveillance coverage.	2		
53	Telecom junction box, multiplexers of various service providers at least Bharti, Tata, Sify, BSNL/MTNL, Reliance to be available in and around the building.	5		

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
	Details of service providers who's MUXs are available at site(s) to be submitted.			
	<i>The bidder to provide details of service provider MUX available currently in the Data Center.</i>			
54	If the Telecom junction box, multiplexers of service provider from whom Bank would be getting the links is not available then the DC service provider should allow the commissioning of the same and provide power and space without any cost to Bank. The communication room should have sufficient space for installation of additional MUX with other facilities like power.	5		
55	The co-location facility VENDOR should extend the link terminated by the link service provider on the junction box till the server room where the Bank's equipment will be located.	2		
56	Data centre vendor should ensure fibres from multiple providers are fed to the site from three independent channels in ring connectivity	5		
57	The future link extension from the bidder communication room till the cage/rack area will be done by the bidder as per contracted rate.	2		
58	<b>99.982%</b> Uptime on monthly basis is required for the VENDOR Data centre.	10		
59	Log reports of people accessing the Server room should be available as and when required by Bank.	3		
60	Vendor shall provide the electrical cabling required by the racks to be hosted in the Data Centre	2		
61	The seating area should include the desk, chair, drawer which can accommodate three box files with locking facility per seat, UPS power connections (three per seat), network connections from Bank's server area / LAN (two per seat) etc. Vendor shall factor sufficient work area per seat. In addition, vendor shall provide adequate space for the movement within the enclosed seating area.	10		
	<i>Details of seating area proposed to</i>			

S.N.	Parameters	Weightage	Bidders Response	Bidders Comments / Details of Proof attached.
	<i>Bank should be submitted.</i>			
62	The Vendor shall provide Backup Tape Storage Vault Services for storing up to 100 LTO Tapes upfront and additional services for storing tapes in multiples of 25 tapes at rate contract.	3		
63	The network link required between seating area and Bank's server area shall be provided by the vendor	2		
64	In addition to the purchased seating area, immediate arrangement (for seating, power and network) should be made to Bank's team of around 02 people in disaster situation to access systems hosted in DC.	3		
65	Gate passes to enter Data Centre for Bank's representatives should be free of cost	2		
66	The bidder should provide staging / storage area for at least four to six weeks.	3		
67	Staging area should be preferably be close to the hired / hosted space and have all facilities like, redundant power, LAN connectivity, telecom	5		
a.	Staging area in same floor	5		
b.	Staging area in different floor	2		
68	The bidder should provide off-site drop off and pickup facility for backup tapes.	5		
69	Critical Services like power, UPS, Genset etc. are managed by:	10		
a.	Own dedicated staff of the bidder	10		
b.	These maintenance services are Outsourced to third party	5		
70	The proposed datacenter should have multi layers of physical security:	5		
a.	Site Perimeter (Public Zone)	1		
b.	Perimeter Security (Reception Zone)	1		
c.	Facility control (Operating Zone)	1		
d.	Server Hall (high security Zone)	2		
e.	<i>Details of security arrangements in the Data Center to be submitted.</i>			
	<b>Total</b>	<b>300</b>		

### 12.3.2. Reference Customer Details

1. The details of existing customers to whom bidder has provided Data Center co-location/hosting facility at the site(s) proposed to the Bank's DR.

S.N.	Organization	Contact Details				
		Name	Designation	Landline No.	Mobile No	Mail id
1						
2						
3						

2. The Bank's team would be contacting the bidder's customers for their feedback. Hence, the bidder to take all necessary approvals from the client.

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 ...

Phone & E-mail:

Name of the Organization ...

Seal ...

**NOTE**

1. The bidder's response column should contain the details, Yes/No will not be accepted.
2. The proof, wherever applicable to be attached and tag number of same to be specified in the response.
3. Bank shall also carry out Site visit(s) of the proposed floor in the proposed facility to verify the details and based on which marks will be awarded.
4. The bidder to take necessary approvals from the customers whose reference is provided to the Bank.

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

**Bank DR Site Co-location**

**1. RECURRING CHARGES during first 05 years of contract.**

**a. Table -1: DR Co-location [Rack Hosting, Seating Space, Dedicated IP CCTV Camera, Tape Movement and Vault services]**

S. No.	Description	Qty.	Unit Cost Details Per Annum			Total Cost per Annum	Total Cost for Five Years
			Cost	GST	Total		
			A	B	C	D=B+C	E=DXA
1	Co-location charges for DR (Racks with power strips and electrical cabling) to be hosted within the cage.	05					
2	Charges for Seating Space at DR (seats).	01					
3	IP CCTV camera(s) with accessories for storing the feed for a period of 03 month, providing on-site access to Bank and monitoring by the VENDOR.	02					
4	Daily tape movement	02					
5	Monthly Tape Movement charges.	03					
6	Backup Tape Storage Vault Services for storing up to 100 LTO Tapes.	01					
7	<b>Total DR Co-location Charges for first 05 years [1+2+3+4+5+6]</b>						

**Important Note:** Rate mentioned herein shall also serve as the rate contract for any additional requirement during the first five years of contract.

**b. Table -2: Power Charges**

Description	kWh Per month	*Current Electricity Rate (indicative)	**Multiplication factor against the PUE for Power Charge	Annual Recurring Charge	Total Cost for Five Years

Description	kWh Per month	*Current Electricity Rate (indicative)	**Multiplication factor against the PUE for Power Charge	Annual Recurring Charge	Total Cost for Five Years
	A	B	C	D=AXBXCX12	E=DX5
Power Charges • Units mentioned are in KWh per month. • Will be paid on actual usage.	21900	10			

\* Current Electricity Rate and number of units mentioned above in the commercial bid is indicative for the TCO calculation purpose only. However, the power charges will be paid at actual subject to submission of tariff table from respective electricity service provider.

\*\* Bidder should quote only the Multiplication Factor against the PUE for power charges to cover the electricity consumption for devices, cooling, lighting, UPS power, consumption of diesel and all associated power heads. **This Multiplication factor will be fixed for the entire term of contract and extension(s), if any.**

## 2. ONE TIME CHARGES

[Amt. in ₹]						
S. N.	Description	Qty.	Unit Cost Details			Total Cost
			Cost	GST	Total	
		A	B	C	D=B+C	E = DXA
1	Caging charges to accommodate 07 racks (Lumsum).	LS				
2	Inter-rack network cabling charges (per rack)	05				
3	Cross connect charges (Copper)	15				
4	Lift and Shift Charges (LumpSum)	LS				
5	Dedicated Biometric Access Control for cage.	01				
6	Total One Time Charges					

## 3. OPTIONAL CHARGES

### a. During the entire period of Contract, including extended period, if any (as and when required during the period of entire contract)

- These charges will be one-time charges, valid for the entire contract period including extended period, if any. Bank will not pay any recurring charges against these items. Quantity is for TCO calculation only.
- Order will be placed on actual requirement as and when it arise.

						[Amt. in ₹]
S. N.	Description	Qty.	Unit Cost Details			Total Cost
			Cost	GST	Total	
		A	B	C	D=B+C	E= DXA
1	Inter-rack cabling charges (per rack)	01				

S. N.	Description	Qty.	Unit Cost Details			Total Cost
			Cost	GST	Total	
		A	B	C	D=B+C	E= DXA
2	Cross connect charges (Copper)	01				
3	Cross Connect Charges (Fiber)	01				
4	Hands and Eye Support (24X7).	01				
5	Electrical Cabling charges with socket of 32amps (single phase)	01				
6	Electrical Cabling charges with socket of 32amps (Three phase)	01				
7	Electrical Cabling charges with socket of 63amps (single phase)	01				
8	Power strip with 16 numbers of IEC C-13, 10A sockets and 4 numbers of C-19, 16A sockets. (per strip)	01				
9	Patch Panel (24 Port) – supporting 10G	01				
10	UTP cable (supporting 10G) 1 box with laying charges	01				
11	UTP Patch Chord (CAT6) – 5Mts	25				
12	ATS with cabling upto rack.	01				
13	<b>Per annum</b> Cost of co-location of single rack (non-caged) inclusive of network cabling from the rack to caged area and power cabling. {Power charges will be paid on actuals}.	01				
14	Additional vaulting services for a block of 25 LTO tapes.	01				
15	<b>Total Optional Charges [1 to 15]</b>					

**b. Beyond Five Years of Contract (Valid for next five years)**

**(i) DR Co-location [Rack Hosting, Seating Space, Dedicated IP CCTV Camera, Tape Movement and Vault services]**

[Amt. in ₹]							
S. N.	Description	Qty.	Unit Cost Details per Annum			Cost per Annum	Total Cost
			Cost	GST	Total		
		A	B	C	D=B+C	E=A X D	F = E X 5
1	Co-location charges for DR (Racks with power strips and electrical cabling) to be hosted within the cage.	05					
2	Charges for Seating Space at DR (seats).	01					
3	IP CCTV camera(s) with accessories for storing the feed for a period of 3 month, providing online access to Bank and monitoring by the VENDOR.	02					
4	Daily tape movement	02					
5	Monthly Tape Movement	03					

S. N.	Description	Qty.	Unit Cost Details per Annum			Cost per Annum	Total Cost
			Cost	GST	Total		
			A	B	C	D=B+C	E=A X D
	charges.						
6	Backup Tape Storage Vault Services for storing up to 100 LTO Tapes	01					
7	<b>Total DR Co-location Charges for next 05 years [1+2+3+4+5+6]</b>						

**Important Note:** Rate mentioned herein shall also serve as the rate contract for any additional requirement during the first five years of contract.

(ii) Power Charges

Description	kWh per Month	*Current Electricity Rate (indicative)	**Multiplication factor against the PUE for Power Charge	Annual Recurring Charge	Total Cost for Five Years
	A	B	C	D=AXBXCX12	E=DX5
Power Charges	21900	10			
<ul style="list-style-type: none"> <li>Units mentioned are in kWh per month.</li> <li>Will be paid on actual usage.</li> </ul>					

\* Current Electricity Rate and number of units mentioned above in the commercial bid is indicative for the TCO calculation purpose only. However, the power charges will be paid at actual subject to submission of tariff table from respective electricity service provider.

\*\* Bidder should quote only the Multiplication Factor against the PUE for power charges to cover the electricity consumption for devices, cooling, lighting, UPS power, consumption of diesel and all associated power heads. **This Multiplication factor will be fixed for the entire term of contract and extension(s), if any.**

**TCO = Recurring Charges + One Time Charges + Optional Charges**

Date                      Signature of Authorised Signatory      Name of the Authorised Signatory

Place    Designation .....

Seal.....

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

**(To be executed on non-judicial stamp paper of Rs.500/-)**

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2018, We \_\_\_\_\_, a Company within the meaning of the Companies Act, 2013, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Small Industries Development Bank of India' ("SIDBI") relating to 'Request for proposal No. **400/2019/1338/BYO/ITV dated May 29, 2018** for Co-location of Bank's Disaster Recovery Site and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree and undertake 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  
MSME Development Center, 3<sup>rd</sup> Floor  
Information Technology Vertical  
Plot No.C-11, G Block  
Bandra Kurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

**Non-Blacklisting**

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

1. We are not blacklisted by Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government or Government agencies, regulators as on the date of RfP.
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: 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. **400/2019/1338/BYO/ITV dated May 29, 2018** to ..... (Herein after called the "the RFP") to you.

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

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

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

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

WE do hereby guarantee and undertake to pay forthwith without demur, 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** .....

.....

.....

## **12.8. Annexure –VIII: Pre-Contract Integrity Pact**

(To be executed on Non-Judicial Stamp Paper of Rs.100/-)

### **1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place on ---- day of the month of -----, 2018 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Mumbai Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to co-locate its DR site and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

### **2 Commitments of the BUYER**

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

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

### **3 Commitments of BIDDERS**

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

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

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 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. \_\_\_\_\_/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
  - (ii) A confirmed guarantee by an Indian 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 along with 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 defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

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

## **8 Independent Monitors**

- 8.1 The bank has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Details of Independent Monitor are:

Shri. Ashok Sinha, (IAS ret'd.),  
13 Yayati, Sector-58A, Nerul (West),  
Palm Beach Road, **Navi-Mumbai 400706**  
Ph: 9821844044, Mail id: asinha51@gmail.com

- 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.

12.3 A person signing the Pact shall not approach the Court while representing the matter to IEM and he/she will await his decision in the matter.

**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. \_\_\_\_\_

**12.9. Annexure -IX: Undertaking from Bidder Regarding Ownership of Site**

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

**Undertaking of ownership of site / premises proposed for Data Centre for the bank (in case of owned site) OR Undertaking of unexpired lease period on the proposed Data Centre period for the bank (in case of leased premises)**

Dear Sir,

**A. In case of owned sites**

We hereby declare, confirm and undertake that the following site address proposed by us to the Bank as Data Center, is owned premise and has been registered in the name of M/S (Service provider name) vide sale deed # (XX) dated XX XX XXXX with the office of the Sub-Registrar at \_\_\_\_\_:

Site Details	Chennai (for Banks DR Site)
Address of the site proposed to the Bank	
Sale Agreement Reference #	
Sale Agreement Date	

**B. In case of leased site**

We hereby declare, confirm and undertake that the following site address proposed by us to the bank as Data Centre, has been a leased premise vide lease deed dated XX XX XXXX, between M/S (Service provider name) and (Name of the Lessor) which is registered with the office of sub-registrar at \_\_\_\_\_. The details of the lease period for the premises are as mentioned below:

Site Details	Chennai (for Banks DR Site)
Address of the site proposed to the Bank	
Lease deed Date	
Validity of the lease Period	
Name of the lessor	
Unexpired lease period as on RfP due date.	

Please note that the sale / lease deed copies (whichever applicable) are enclosed herewith as supporting documents and the same has been duly stamped and registered in accordance with the applicable laws.

Kindly refer to us in case of any clarifications.

**Authorized Signatories**

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

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

**Company Seal:**

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

SIDBI

#### 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 on queries given after Pre-bid meeting will not be further entertained.**

Tender No.: 400/2019/1338/BYO/ITV dated May 29, 2018				
S.N.	Page Number	Section Number	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

#### Authorized Signatories

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

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

Company Seal:

### 12.11. Annexure –XI: Bank Mandate Form

(दो प्रतियाँ 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)															
Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number															
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 हस्ताक्षर / Signature of the Authorized Official from the Bank's)

दिनांक/Date : \_\_\_\_\_

**12.12. Annexure -XII: Compliance Statement**

(To be submitted on bidder's letter head)

**Declaration**

**Tender No.: 400/2019/1338/BYO/ITV dated May 29, 2018**

Compliance	Description	Bidder Response (Yes/ No)
Special Terms & Conditions, General Terms & Conditions	We hereby undertake and agree to abide by all the terms and conditions including annexure, corrigendum(s) etc. stipulated by the Bank in this RfP. (Any deviation may result in disqualification of bids)	
Scope of Work	We certify that the proposal submitted by us is as per the scope of work stipulated in the RfP. (Any deviation may result in disqualification of bids)	

Bank reserves the right to reject the bid, if the bid is not submitted in proper format as per RfP.

**Authorized Signatories**

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

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

**Company Seal:**

**Date:**

### 12.13. Annexure –XIII: 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. **400/2019/1338/BYO/ITV dated May 29, 2018** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and Mumbai office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank's Infrastructure shared by the BANK 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 ...**

**12.14. Annexure –XIV: Performance Guarantee Format**

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation 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 Mumbai office at 3rd Floor, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (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. We **Bank (Bank Name and Details)**, do hereby guarantee and undertake to pay forthwith on demand without demur to the Corporation such sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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 in 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, and

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 6 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 or any other corporate / structural change 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 .....2018.

**SIGNED, SEALED AND DELIVERED.**

BY

AT

IN THE PRESENCE OF      WITNESS      :

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

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

**12.15. Annexure –XV: Contract Form**

*[To be executed on Non-Judicial Stamp Paper of appropriate value]*

Small Industries Development Bank of India (SIDBI), a Corporation 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 Mumbai office at 3rd Floor, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (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 Data Center co-location 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 Data Center co-location 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. Other usual covenants and conditions related to the contract would be forming part of the contract that will be executed between the parties.
6. 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. \_\_\_\_\_

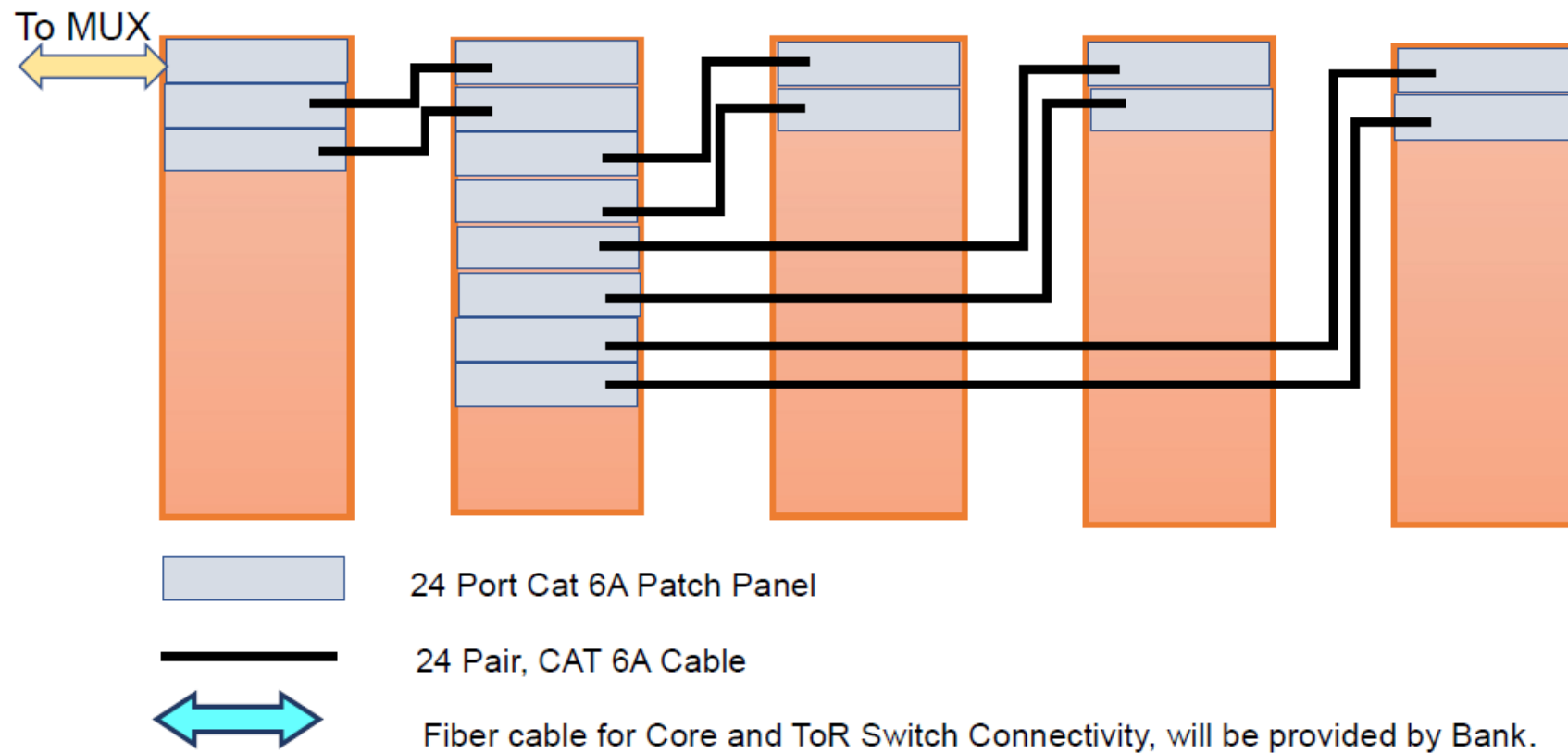
2. \_\_\_\_\_

## 13. APPENDIX

SIDBI

### 13.1. Appendix -i:- Requirement of Inter-rack Cabling

#### 1. DR Site:



### 13.2. Appendix -ii: - List of Hardware Items with Power Socket Details

#### 1. DR Site

##### a) Power Socket Details

S.N.	Hardware Details		Qty	Rack Space per Device	Power Socket Details		Rated power Per SMPS
	Make	Model No.			Type	Number of SMPS per Device	
A.	Servers						
1	HPE	HP RX 6600 (Unix)	1	7U	C-19, 16A	2	1600W
2	HPE	HP PROLIANT DL380G6	3	2U	C-13, 10A	2	460W
3	HUAWEI	HUAWEI RH2288	2	2U	C-13, 10A	2	460W
4	DELL	DELL R710	3	2U	C-13, 10A	2	570W
5	DELL	DELL R530	2	2U	C-13, 10A	2	750W
6	HPE	HPE ProLiant DL380 Gen 9	6	2U	C-13, 10A	2	500W
7	IBM	IBM X 336	2	1U	C-13, 10A	1	585W
8	HPE	HPE Proliant DL360 GEN9	1	1U	C-13, 10A	2	500W
B.	SAN Storage / switches and Tape Drive						
1	HPE	SAN EVA - 4400 Storage	2	4U	C-13, 10A	4	575W
2		Ultrium 1840 LTO 4 Tape Drive	1	2U	C-13, 10A	1	125W
3		Storage Works 8/8 SAN Switch	2	1U	C-13, 10A	1	75W
4	IBM	Ultrium 3580L11 TAPE DRIVE	2	2U	C-13, 10A	1	125W
5	HPE	3 PAR 8200 2N Storage	1	5U	C-13, 10A	5	1344W
6	DELL	Dell LTO6 200 Tape Drive	2	1U	C-13, 10A	1	125W
7	TANDBERG	Tandberg Overland NEOs – T24	1	2U	C-13, 10A	1	168W
C.	Security Devices						
1	Fortigate	FG 1200D firewall	2	2U	C-13, 10A	2	360W
2		FA200D	1	1U	C-13, 10A	1	450W
3	Checkpoint	Checkpoint 5900 NGTP	2	1U	C-13, 10A	2	165W

S.N.	Hardware Details		Qty	Rack Space per Device	Power Socket Details		Rated power Per SMPS
	Make	Model No.			Type	Number of SMPS per Device	
4	CITRIX	Citrix NetScaler	1	1U	C-13, 10A	1	822W
5	Blue Coat	SG 200	2	1U	C-13, 10A	1	450W
6	Fortigate	FG 60D	1	1U	C-13, 10A	1	65W
<b>D. Network Switches/ Devices</b>							
1	HPE	7904	2	2U	C-13, 10A	2	1800W
2		5930	4	2U	C-13, 10A	2	400W
3		5130HI	4	2U	C-13, 10A	1	107W
4		HP -2530 – 24G	2	1U	C-13, 10A	1	247W
5	Cisco	3750X	1	1U	C-13, 10A	2	350W
6	RADWARE Load Balancer	Alteon 5208	2	1U	C-13, 10A	2	140W
<b>E. Network Hardware (Routers)</b>							
1	Cisco	2951	2	2U	C-13, 10A	2	750W
2		1921	1	1U	C-13, 10A	2	250W
3		4321	2	2U	C-13, 10A	2	250W
4		800	4	1U	C-13, 10A	1	60W

\$\$ Approximate maximum power rating.

**b) Power Strip Requirement**

- (i.) Each rack to be provided with two power strips
- (ii.) Each power strip should contain **16 numbers of C-13,10A sockets and 4 numbers of C-19, 16A sockets.**

\*\*\*\*\*

# End of RfP