



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

आईपीवी6 कंसल्टेंसी सर्विसेज के लिए अनुरोध के लिए प्रस्ताव  
**Request for Proposal**  
**For**  
**IPv6 Consultancy Services**

टेंडर सं. / Tender No.	400/2015/1049/BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	अगस्त 07, 2014/ August 07, 2014
पूर्व-बोली बैठक की तिथि / Date of pre-bid meeting	अगस्त 13, 2014/ August 13, 2014
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	अगस्त 27, 2014/ August 27, 2014, 3:00pm
टेंडर बंद होने का समय / Tender Closing Time	अगस्त 27, 2014/ August 27, 2014, 4:45pm
तकनीकी बोलियां खोलने की तिथि / Date of opening of Technical Bids	अगस्त 27, 2014/ August 27, 2014, 4:00pm
बयाना जमा राशि / Earnest Money Deposit	₹20,000/- (Rupees Twenty Thousand only)
टेंडर मूल्य / Tender Cost	₹500/- (Rupees Five Hundred only)

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

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



## Critical Information/ महत्वपूर्ण सूचना

(RfP No: 400/2015/ 1049/BYO/ITV dated August 07, 2014)

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	अगस्त 12, 2014 / August 12, 2014	3:00pm
2	Pre Bid meeting ( <i>no clarifications would be given after pre-bid meeting</i> )/ पूर्व-बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा)	अगस्त 13, 2014 / August 13, 2014	11:00am
3	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	अगस्त 27, 2014/ August 27 , 2014	3:00pm
4	Tender closing date & time/ टेंडर बंद होने की तिथि व समय	अगस्त 27, 2014/ August 27 , 2014	4:45pm
5	Address for Bid Submission/ बोली जमा करने का पता	<b>General Manager (Systems)</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</b> - 400 051 Phone: 022-67531100 / 67531229 Fax: 022-67531236 <b>महाप्रबन्धक (सिस्टम्स)</b> भारतीय लघु उद्योग विकास बैंक, तीसरा तल, इन्फॉर्मेशन टेक्नालजी वेरतिकाल एमएसएमई विकास केंद्र, प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा(पू.), <b>मुम्बई</b> दूरभाष: 022-67531100 / 67531228 फैक्स: 022-67531236	
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	अगस्त 27, 2014/ August 27 , 2014	4:00pm
7	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा	
8	Bid Validity/ बोली के वैद्यता	<b>90 days</b> from the last date of bid submission. बोली जमा करने की अंतिम तिथि से 90 दिन तक।	
8	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	The bidders are required to arrange for Presentation. Date would be intimated after bid submission. बोलीदाताओं को प्रस्तुतियों का प्रबंध करना होगा।	
9	Contact details of SIDBI officials सिडबी अधिकारियों के संपर्क विवरण	C R Prasad, AGM (Systems) सी आर प्रसाद, स.म.प्र. (सिस्टम्स) 022-67531238, crprasad@sidbi.in	

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
		Sanjay Kumar Srivastava, DGM (Systems) संजय कुमार श्रीवास्तव, उ.म.प्र.(सिस्टम्स) 022-67531229, ssvastava@sidbi.in	

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## Important Terms

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- 'Bank' means 'Small Industries Development Bank of India'.
- 'Bidder', 'vendor' means the respondent to the RFP document.
- 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- 'Service Provider' refers to the successful bidder who provides the services to the bank after the contract is awarded by the bank, also abbreviated as 'SP'.
- 'RFP' or 'Tender' means the Request for Proposal document
- 'DC' means Data centre, 'DR' means Disaster Recovery site
- 'Bid' may be referred to as 'Offer'.

## Glossary

Acronym	Description
DC	Data Center
DR	Disaster Recovery
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
MPLS	MultiProtocol Label Switching
VPN	Virtual Private Network
SP1	Service Provider 1
SP2	Service Provider 2
RTR1-4	Router 1 – Router 4
PRI-LP	Primary Link Proof (Link load balancer)
SEC-LP	Secondary Link Proof (link load balancer)

## Annexure Details

Annexure Number	Description
Annexure-I	Bid Covering Letter
Annexure-II	Minimum Eligibility Bid
Annexure-III	Technical Bid
Annexure-IV	Commercial Bid
Annexure-V	Declaration Regarding Clean Track Record
Annexure-VI	Statement of Deviations
Annexure-VII	Letter of Competence
Annexure-VIII	Details of Infrastructure
Annexure-IX	Power of Attorney
Annexure-X	Performance Bank Guarantee
Annexure-XI	Letter of Conformity
Annexure-XII	Non-Disclosure Agreement
Annexure-XIII	Bank Mandate Form
Annexure-XIV	Contract Agreement

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## 1. Introduction and Disclaimers

### 1.1 Purpose of RfP

1. As per National IPv6 deployment roadmap released by Government of India in July 2010 all the Central and State Governments Departments and Organizations are required to use IPv6 services.
2. This Request for Proposal document (“**RfP document**” or “**RfP**”) has been prepared solely for the purpose of enabling the **Small Industries Development Bank of India**, referred as the “**Bank**” hereafter, to engage a suitable consultant to assist IPv6 migration activity from amongst the select consultant.
3. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.
4. The tender methodology being followed is under Three Bid System viz. 1) **Pre-qualification/ Eligibility Criteria** 2) **Technical bid** and 3) **Commercial bid**.

### 1.2 Information Provided

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

### 1.3 Disclaimer

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

### 1.4 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/ presentations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

### 1.5 No Legal Relationship

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

### 1.6 Recipient Obligation to inform itself

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

### 1.7 Evaluation of Offers

1. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
2. The issuance of RfP document is merely an invitation of offers and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

### 1.8 Acceptance of Selection Process

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

### 1.9 Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document but not later than 10 (ten) working days prior to the due date for submission of bids.

### 1.10 Acceptance of Terms

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RfP.

### 1.11 Requests for Proposal

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

Contact	: C R Prasad
Position	: Asst. General Manager (Systems)
Email	: crprasad@sidbi.in
Telephone	: +91 - 22 – 67531228,
Fax	: +91 - 22 – 67531236
2. SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly. These details should also be written/ printed without fail on each of the bids envelopes as well.
4. SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

### 1.12 Notification

SIDBI will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.



## 2. RfP Response

### 2.1 Bid Price

1. Non-refundable Bid Price of **₹500/- (₹ five hundred only)** by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favoring '**Small Industries Development Bank of India**', payable at Mumbai must be submitted with RFP response.
2. Government organizations and companies registered with MSME are exempted from submission of bid price.
3. The Bank may, at its discretion, reject any Bidder where the bid price has not been furnished with the RFP response.

### 2.2 Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of **₹20,000/- (₹ twenty Thousand only)** in the form of Demand Draft / Banker's Cheque drawn on a scheduled bank in favour of "**Small Industries Development Bank of India**" payable in Mumbai.
2. No interest will be paid on EMD and it could be forfeited in case of default as per clause 5.5.

### 2.3 Bid Submission Closing Date

RFP Response should be received by SIDBI not later than date and time mentioned in '**Critical Information**' section above, at SIDBI Office premises.

### 2.4 RfP Validity Period

The Bids must remain valid and open for evaluation according to their terms for a period of **90 days** from the last date of the submission of bids.

### 2.5 Late RFP Policy

Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the bid submission date**.

### 2.6 Receiving of RFP Response

Receiving of RFP response will be recorded by SIDBI in a '**Bid Receipt Register**' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferable through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

### 2.7 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing by the time mentioned in '**Critical Information**' section above. No query / clarification would be entertained over phone.

2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

3. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
4. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes, to clarify any response.

### 2.8 Pre-Bid Meeting

1. The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
2. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the '**Critical Information**' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank ([www.sidbi.in](http://www.sidbi.in)) website and Central Public Procurement Portal (CPPP) within **03 working days** of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

### 2.9 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

### 2.10 Selection process

Successful Bidder will be selected through three bids evaluation process:

1. Pre-qualification/ Eligibility evaluation
2. Technical evaluation
3. Commercial evaluation

### 2.11 Details of Bids to be submitted

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

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p><b>Minimum Eligibility Bid</b></p> <p>i. Bid Covering letter as per format prescribed in <b>Annexure-I</b></p> <p>ii. Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-II</b></p> <p>iii. Response to Technical Bid as per format prescribed in <b>Annexure-III</b></p> <p>iv. Declaration regarding clean track record, as per format prescribed in <b>Annexure-V.</b></p> <p>v. Letter of competence as per format prescribed in <b>Annexure-VII.</b></p> <p>vi. Power of Attorney as per format prescribed in <b>Annexure-VIII.</b></p> <p>vii. Letter of Conformity as per format prescribed in <b>Annexure-XI.</b></p> <p>viii. DDs/Instruments towards bid price and Earnest Money Deposit (EMD).</p> <p>ix. Non-disclosure Agreement as per <b>Annexure-XII.</b></p> <p>x. Bank Mandate Form as per <b>Annexure-XIII.</b></p>	Hardcopy – 1	“Minimum Eligibility / Technical Bid for IPv6 Consultancy – Rfp No. 400/2015/1049/ /BYO/ITV”
II	<p><b>Commercial Bid</b></p> <p>i. Response to Commercial Bid as per format prescribed in <b>Annexure-IV.</b></p>	Hardcopy – 1	“Commercial Bid for for IPv6 Consultancy – Rfp No. 400/2015/1049 /BYO/ITV“

2. Above mentioned two separately sealed sub-envelopes should be put together in another master sealed envelope super-scribing “**Bid for – Rfp No. 400/2015/1049/BYO/ITV**”.
3. All the individual envelopes must be super-scribed with the following information as well:
  - a. Name of the bidder, Contact Name, Number and e-mail id.
  - b. Bids should be enclosed with all relevant documentary proofs / certificates duly sealed and signed.

## 2.12 Important

Bidders must take the following points into consideration during preparation and submission of bids.

1. Authorized signatory on whose behalf **power of attorney** is issued must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.

4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. The RfP is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

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### 3. Background

#### 3.1 About SIDBI

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

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

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

The bank provides its services through a network of Regional and Branch offices located all over India. Detailed information on the functions of the bank is provided on the bank's website, [www.sidbi.in](http://www.sidbi.in).

#### 3.2 IT Infrastructure

##### 3.2.1 Present Setup

SIDBI has its Datacenter at Mumbai and DR Site at Chennai. All the applications are hosted at Datacenter and the locations access the same over MPLS VPN. In the event of failure of Datacenter, DR Site is activated.

##### 3.2.2 Present IT Infrastructure

Infrastructure Type	Details of Components
Hardware	Servers (Tower, Rack & Blades with majority on Intel and few on RISC architecture), Routers, Switches, Backup Tape library, Security devices, Video Conferencing End points, biometric attendance systems etc.
Operating Systems	IBM AIX 6.1, HP-UX 11.31 v3, Windows 2003/2008, Linux, Citrix XenServer Enterprise Edition for virtualization.
Backend database	Oracle 10g in RAC (Real Application Cluster), Oracle Data guard for DR replication of archive logs.
Application Servers	Citrix XenApp 5.0, IBM Websphere and MQ-Series, Oracle Application Server
Web Server	JBoss, Apache Tomcat, IIS, IBM HTTP
Development Tools	Oracle Developer Suite 6i, Java/JSP, Lotus Domino, IBM Rational
Groupware	IBM Lotus Notes 9
Enterprise Backup Solution	LAN based backup using Veritas Netbackup DataCenter 7.0
Office Automation	MS Office 2003 and above, Unicode
Antivirus S/w	Symantec A/v Enterprise Edition Ver.12
LAN	Data Center and DR site: L3 / L2 Switch based LAN at central sites. At Datacenter L3 switch is of Cisco and layer 2 is of HP/Cisco. At DR site, L3 is of Cisco and layer 2 are of Cisco/Dlink/HP.
WAN	Complete managed IP MPLS VPN from three service providers connecting all the locations. Primary link on wired or wireless with backup on CDMA/RF/3G (excluding Regional offices where dual service provider network is present). The entire WAN architecture is HUB and Spoke with HUB locations being DataCenter and DR Site. All routers installed are of Cisco 1900/2900/3900 series.

Infrastructure Type	Details of Components
Security	HIPS (Cisco), Firewall (Cisco 525 in failover mode), Firewall (Fortigate in failover mode), NIPS (Cisco) and HIPS (IBM ISS) on key servers.
Web Gateway Security	Cisco Ironport S360/370 Series web gateway security appliance with proxy and caching, web content filtering, antimalware and antivirus.
Video Conferencing	The core infrastructure consists of Polycom DMA, RSS, MCU, Firewall Traversal, PRI gateway and Radvision Scopia Elite MCU (with iView suite, pathfinder and Scopia desktop Pro (Desktop clients). Endpoints are mix of Polycom (HDX 8000/7000).
EMS Tools	HP OpenView - Operations Manager, Network Node Manager (NNM), Client Configuration Manager (CCM), SM7, SPIs for Database, Lotus Notes and Citrix, Business Crystal Reports.
Access Gateway	Citrix Netscaler
Business Applications	Website, Intranet portal, Business Application with details as given in subsequent paragraph of this document.

SIDBI is using Microsoft Windows Active Directory Services (ADS).

### 3.2.3 Details of Present Infrastructure

#### a. Wide Area Network

SIDBI has implemented complete managed IP MPLS VPN based WAN at all locations/offices. Complete managed services include supply of all network hardware (router, MUX, Modem etc) on lease, monitoring etc. The primary connectivity is wired or wireless with backup on 3G, CDMA, RF etc. The MPLS VPN network architecture is HUB and spoke, with HUB locations being Datacenter and DR Site. Further, three service providers are contracted to build the network. The bandwidth at the locations varies from 256Kbps to 4Mbps and at aggregation points (DC and DR) the bandwidth available is 4/32/64Mbps.

The MPLS VPN is used by all the locations/ offices for accessing applications hosted in datacenter, Internet, carrying out video conferencing etc.

#### b. Local Area Network

SIDBI has implemented IP based LAN at Datacenter and DR Site. The LAN is based on L3 and L2 switch(s). On L3 switches VLANs are created for separation of subnets. The LAN deployed at DC and DR is completely wired. Further, point to point link between DC and DR for log shipment are terminated on the L3 switches.

#### c. Security

The Security architecture deployed at Data Center is two layer firewall architecture i.e. internal and perimeter. On the perimeter firewall, DMZs are created for hosting web servers. Internal firewall zoning is done for hosting various other components. NIPS implemented at the perimeter and HIPS loaded on key servers.

At DR Site, Bank has deployed only firewall on which zoning is created to host various components.

To enable staff to access internal applications over Internet, SIDBI has deployed SSL VPN at both Data Center and DR Site.

#### d. Internet

Internet gateway is centralized at Data Center and all locations access Internet over WAN with proxy authentication. Bank has procured Internet bandwidth from two service providers and the links are terminated on link load balancers. Web Gateway

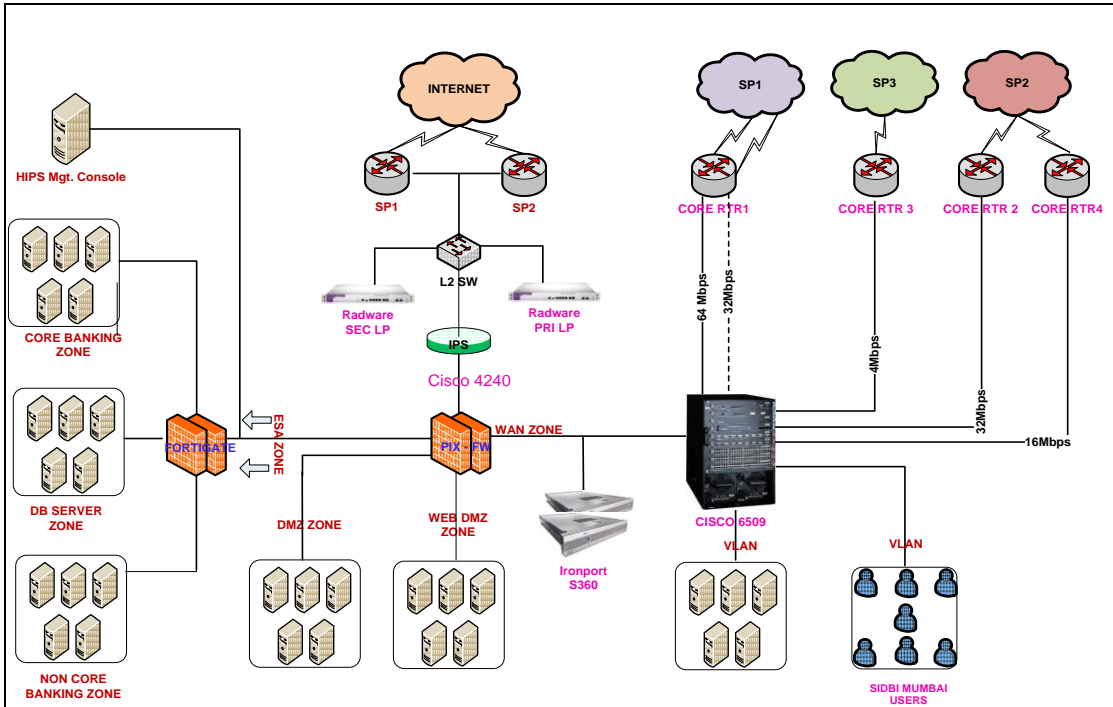


Security appliance is installed at Datacenter for proxy server, content filtering and antimalware. The WGS is integrated with AD.

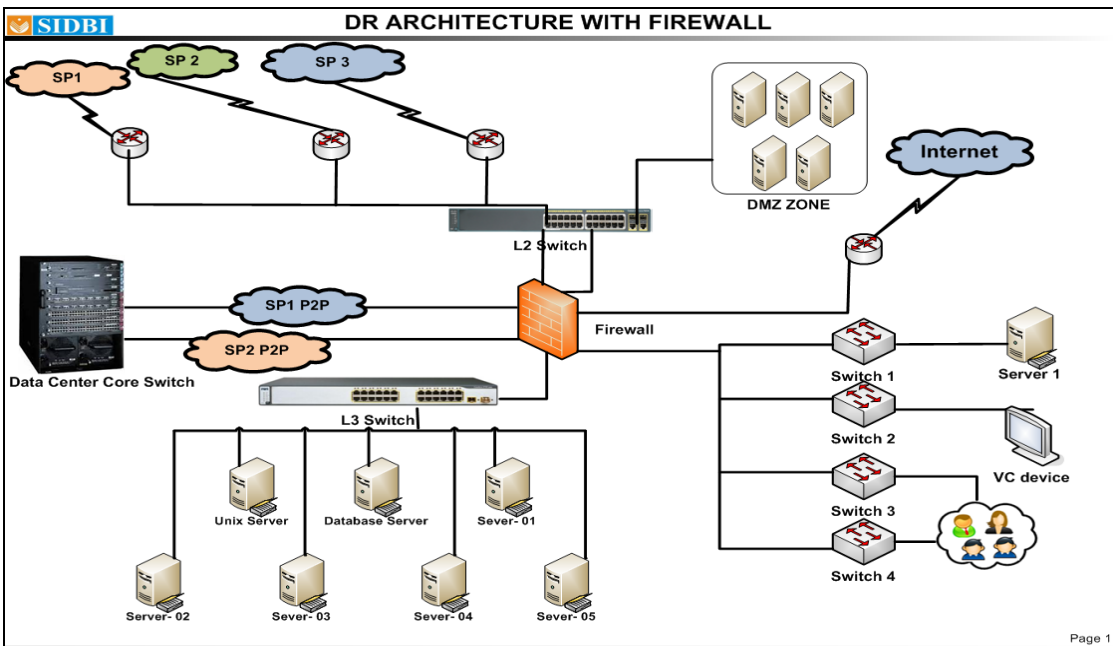
**e. Mail**

SIDBI is currently using Lotus Domino for mailing. Outbound mails are sent from domino to SMTP and then transferred directly over Internet. SIDBI has its external mail box hosted with third party. All inbound internet mails, are first received at MX, gets scanned for antispam, thereafter they are pushed to SMTP server of the Bank.

The complete network and security architecture at Data Center and DR is given below:



**Diagram: Data Center Network and Security Architecture**



**Diagram: DR Site, Network and Security Architecture**

**f. Business Applications**

The application development, maintenance and support is done in-house or outsourced on need basis.

Most of the legacy applications have been developed (or ported to) in Oracle forms 6i and oracle 9i or 10g database. SIDBI has bought some readymade software products based on Delphi and Java technology. Also some software have been developed using Lotus Notes Domino.

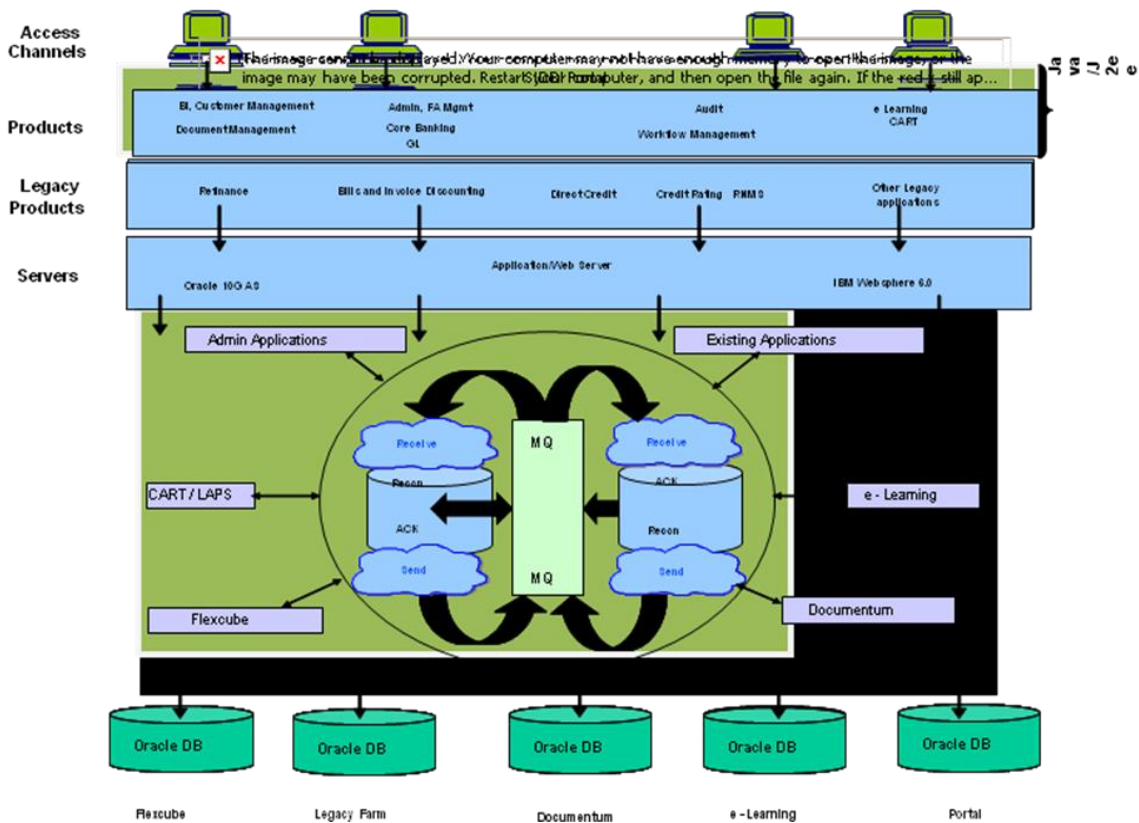
The architecture is client-server architecture with the business logic distributed in the client as well as in the database stored procedures and triggers. The client has got a fair amount of business logic.

All the applications have been deployed centrally at the Data Center using Citrix XenApp and Web Servers. Applications are accessed over WAN using Citrix web client or Internet browser. The client machines need to have Citrix web client and J-Initiator (Java utility) installed to access the applications. Most of the application servers are configured in load balancing mode. There is sufficient level of clustering build at the application level for Citrix and Web Application servers as well. The central deployment of the applications allows for easy deployment of the new releases and patches.

Application access over internet is enabled for selected applications for few customers and Bank’s officers (on need basis), using Access Gateway. Bank is in the process of implementing the Biometric Authentication Management System (BAS) for internal users only.

**g. Application Implementation Architecture**

The block diagram for implementation architecture is given below:





## 4. Project Scope

### 4.1 Objective

1. The Banks intend to select consultant to assist SIDBI in IPv6 migration activity of their Data Center and DR Site. The consultant is required to provide services as per the scope of work given in the tender .
2. Participation in the tender is limited to those consultants who are empanelled by Department of Telecommunication, Government of India for IPv6 implementation.

### 4.2 Details of Infrastructure

The details of infrastructure, hardware, applications and services for IPv6 consultancy is given in **Annexure –VIII**.

### 4.3 Scope of Work:

#### 4.3.1 General Requirements:

The scope of work is divided into two phases' viz., first phase and second phase. In first phase SIDBI intends to carry out five activities and second phase three activities. All the activities to be carried out by the consultant from SIDBI Mumbai office only. Though the shortlisting of bidder would be carried out for both the phases, order for each phase would be placed separately. The details of activities to be carried out in each phase is as given below:

#### 1. First Phase:

- I. Asset Discovery
- II. IPv6 Readiness Assessment
- III. IPv6 Architecture Development and Roadmap
- IV. Tender for Selection of Implementing Agencies
- V. IPv6 Pilot Test Plan

#### 2. Second Phase:

- I. Testing and Validation.
- II. Certification
- III. IPv6 Knowledge Transfer

Program Management is common to both the phases.

#### 4.3.2 First Phase (Ph1)

##### 1. M1: Asset Discovery

- a) The consultant shall discover the current state of Network, Standard Applications (operating systems, databases, middleware, tools etc) and Services (DNS, AD, FTP, web servers etc) and prepare a report capturing details about current state.
- b) The consultant can gather these details by questionnaire, workshops and network audits
- c) The consultant shall take all inputs from technology and business team and capture business and technical requirements, IPv6 business goals, IPv6 effects on the business and network.
- d) The consultant shall prepare and submit a detailed report capturing:

- List of Networks, services and applications
- Current state of networks, services and applications
- Detailed inventory report including vendor, software, services and hardware versions etc.
- Current software or hardware upgrade plans.
- Existing customer IPv6 roadmap.
- IPv6 business goals
- IPv6 effects on the business and network
- Business critical network and services
- IPv6 training and education plan and roadmap

The consultant shall conduct a presentation to SIDBI team to share the above details.

## 2. M2: IPv6 Readiness Assessment and Gap Analysis

- a) The consultant shall conduct the IPv6 readiness assessment for equipments, applications and services.
- b) The consultant shall clearly list out gaps in existing infrastructure, including the upgrade plan like software or hardware upgrade required to support IPv6.

The consultant shall prepare and submit a detailed IPv6 Readiness assessment report including:

- Current state of networks, services and applications
- Detailed inventory
- IPv6 readiness for network & security devices like routers, switches, firewalls, NIPS, HIPS, Web Gateway Security, Link Load balancers etc.
- IPv6 readiness for applications like Windows, Linux, SUN, middleware, tools etc
- IPv6 readiness for services DNS, SMTP, VPN, AD, web servers etc.
- IPv6 readiness for servers, storage, backup etc.
- Recommendation for network, applications and services including the software, hardware upgrade required to support IPv6 and budgetary estimate. The consultant shall develop a procurement plan and budget planning for network security infrastructure, systems and third party applications etc.

The consultant shall conduct a presentation to SIDBI team to share the above details.

## 3. M3: IPv6 Architecture Development and Roadmap

- a) The consultant shall develop an IPv6 high level architecture blueprint on basis of all technical and business requirements and understanding about current state of infrastructure.

- b) The consultant shall also develop an IPv6 Architecture detailed blueprint containing information on how the IPv6 network architecture will be deployed.
- c) The detailed blueprint shall include all details like network logical and physical topology, IPv6 addressing scheme, switching and routing, IPv6 security infrastructure features, software protocols and features configuration etc.
- d) The consultant shall develop detailed IPv6 implementation / adoption roadmap and project plan.
- e) The consultant shall develop a detailed IPv6 adoption governance / transition management.
- f) The consultant shall list all adoption challenges.
- g) The consultant shall create documentation templates and comprehensive documentation roadmap.
- h) The consultant shall identify applications and services for migration.
- i) The consultant shall include security planning and considerations.
- j) The consultant shall document all the activities carried out in standardised formats.

The consultant shall conduct a presentation to SIDBI team to share the above details.

#### 4. **M4: IPv6 Pilot Test Plan**

- a) The consultant shall prepare test plan document.
- b) The consultant shall recommend and develop the test plan including lab setup required, test cases or scenarios, test data and expected results to test the recommended architecture and design.
- c) The consultant shall schedule the test setup and execution, taking into account the desired timelines and the availability of equipment, tools, software, personnel and other resources that may be required.
- d) The consultant shall provide guidance and recommendations on tool usage such as traffic generators, simulators, scripting and data collection along with lab design support and management.
- e) The consultant shall define of the pilot scope.
- f) The consultant shall develop the pilot implementation plan.

#### 5. **M5: Tender for Selection of Implementing Agencies**

- a) Preparation of detailed technical, financial tender document for the selection of implementer based on the prevailing and planned IP infrastructure in the Bank.
- b) Preparation of evaluation criteria for the selection of implementing agency.

### 4.3.3 **Phase 2 (Ph2)**

#### 1. **M1: Testing and Validation**

- a) After the completion of migration activity by respective vendors, the Consultant shall carryout testing and validation.

- b) The Consultant shall schedule the tests considering the availability of equipments, applications, personnel and other resources that may be required.
- c) The consultant shall conduct testing using various tools, test case scenarios and test data (Please note that SIDBI will not provide any tools for said testing).
- d) Consultant shall report to SIDBI regarding any gaps/improvement required identified during the testing.
- e) Testing/validation activities shall continue until the system reaches the desired state.

## 2. M2: Certification

The consultant shall issue a certificate stating that the entire equipments, applications and services are IPv6 enabled after the completion of testing and validation.

## 3. M3: Pv6 Knowledge Transfer

- a) Conduct two day workshop for planning and operations team.
- b) Recommend appropriate technical hands on training for designing, configuring and management of IPv6 networks.

### 4.3.4 Project Management (Common for both the phases)

- a) The consultant shall appoint a project manager as a single point of contact.
- b) The consultant shall prepare a detailed project plan with clear milestones and schedule.
- c) The consultant project manager shall conduct weekly review with SIDBI team to highlight the risk, dependencies, project progress etc.
- d) The consultant project manager shall also share the report on email on weekly basis.

### 4.3.5 Deliveries

Successful bidder would be required to deliver the following:

#### 1. Phase 1:

- a) Asset discovery report
- b) IPv6 Readiness Assessment and Gap Analysis
- c) IPv6 Architecture development and roadmap
- d) IPv6 Pilot Test Plan
- e) Draft tender for selection of implementing agency.

#### 2. Phase 2:

- a) Testing and Validation Report
- b) Certification
- c) Conduct IPv6 Knowledge transfer.

#### 4.4 Responsibilities of SIDBI

- a) SIDBI shall provide all the assistance and shall make available all necessary information needed by the bidder for discharge of their responsibility. On day to day basis the officials of SIDBI shall help the engineers deputed by the bidder for the job in their capacity.
- b) The bidder shall be provided with all requisite information related to IT infrastructure available at Data Center, Mumbai and DR Site Chennai.
- c) The infrastructure at Datacenter, Mumbai and DR Site Chennai can be accessed from central location i.e, Mumbai office.
- d) The bidder shall be provided with necessary space and resource for smooth discharge of their responsibility.
- e) The cost of hardware / software to be replaced, if any for making infrastructure Ipv6 ready shall be borne by SIDBI.

#### 4.5 Responsibilities of Bidder

- a) The bidder should carry out the consultancy from **SIDBI, Mumbai office only**.
- b) The bidder should carry out work as specified in the SoW and submit all the deliverables.

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## 5. Terms and Conditions

### 5.1 General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures**. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
2. At any time prior to the deadline for submission of Bids SIDBI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RfP by amendment and same will be placed on the bank's website & Central Public Procurement Portal (CPPP) as corrigendum/ addendum for information of all prospective Bidders.
3. All such amendment shall become part of the RfP and same will be notified on bank's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.
4. SIDBI shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. SIDBI reserves the right to make any changes in the terms and conditions. SIDBI will not be obliged to meet and have discussions with any Bidder. However, SIDBI, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
5. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitted the response.
6. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website and CPPP.
7. Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
8. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
9. SIDBI reserves the right to change the required scope and ask for the revised bids or cancel the process without assigning any reasons.
10. The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations and providing all deliverables and services required for successful migration of Data Center and DR Site to IPv6 as specified under this RfP.
11. The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of work in accordance with the approved schedule and the steps being taken to remedy such a situation.
12. The Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI in terms of this RfP and subsequent purchased order/ contract. The Service

- provider is responsible for managing the activities of its personnel deployed at SIDBI in connection with the services being rendered under this RfP and subsequent purchased order/ contract, and will be responsible for any misdemeanors.
13. The bidder shall have the sole responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the Solution.
  14. The bidder selection under this RfP document is on the understanding that this RfP contains only the broad provisions for the entire assignment. The Service provider shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment.
  15. Bank shall be responsible for timely site readiness. Bank agrees that Bidder shall not be in any manner liable for any delay arising out of Bank's failure to make the site ready within the stipulated period.
  16. The bidder shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/ franchisees and will be accountable for both. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this RfP.
  17. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the vendor, for any assignment under the purchase order to be issued for this RfP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of vendor shall be paid by vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

## 5.2 Commercial Bid

1. **Currency** - The Bidder is required to quote in Indian Rupees ('INR'/ '₹'). Bids in currencies other than INR may not be considered.
2. **Taxes**- The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess, Octroi etc., that need to be incurred. No additional cost whatsoever would be paid.
3. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
4. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.



### 5.3 Project Schedule

1. Selected bidder would be issued 'Letter of intent (LOI)'/ purchase order (PO) on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the consultant must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
2. The bidder shall complete the **Phase-1** of the project **within 8 weeks** from the date of order.
3. The **Phase-2** of the project to be completed **within 6 weeks** from the date of order.
4. Time would be the essence of this RfP and subsequent LOI/ PO issued/ placed with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions.
5. The Bidder undertakes to provide appropriate human as well as other resources required, to execute various tasks assigned as part of the project, from time to time.
6. In case the consultant deviates from timelines or such authorised extension as may be permitted in writing by SIDBI, SIDBI shall impose a penalty @0.5% of PO value per week subject to a maximum of 10%. The amount of penalty would be recovered from PBG or any amount payable to the consultant.

### 5.4 Rules for Responding to the RFP

1. All responses should be in English language. All responses by the Bidders to this RFP document shall be binding on such Bidders till the bid validity.
2. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by the Bank, form part of the final contract between the Bank and the selected vendor. Bidders are required to attach a 'Letter of Competence' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in **Annexure-VII**.
3. Any part of the response either technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the bank.
4. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of SIDBI, the information furnished is incomplete or the Bidder does not qualify for the contract.
5. The Commercial and Technical bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be liable to be rejected.
6. The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. SIDBI would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant additional information.



7. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary part of the, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank.
8. The Bank will not be responsible for any assumptions or judgments made by the bidder for arriving at any type of sizing of staff or costing. The Bank at all times will benchmark the performance of the bidder to this RFP and the expected service levels as mentioned herein. In the event of any deviations, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements as stipulated in this RfP.
9. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by SIDBI.
10. SIDBI would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.
11. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
12. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.
13. Responses received become the property of SIDBI and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
14. The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Bank reserves its right to not to accept such deviations to the Tender terms, in its sole and absolute discretion.

## 5.5 Bid Security and Performance Guarantee

### 5.5.1 Bid Security / Earnest Money deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of **₹20,000/- (₹ Twenty Thousand only)** in the form and manner as prescribed elsewhere in this document.
2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
3. The Demand Draft/ Pay Order should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Bank.
4. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:

- a. In case the Bidder withdraws the bid within the validity period of the bid for any reason whatsoever;
  - b. In case the successful Bidder fails to accept the LOI/ purchase order as specified in this document within 10 working days from the date of LOI/ Purchase order for any reason whatsoever; or
  - c. ***Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.***
5. The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:
- i) Issue of Letter of Intent (LOI)/ Purchase order to selected vendor;  
**OR**
  - ii) End of the bid validity period including extended period (if any), whichever is earlier; **OR**
  - iii) Receipt of the signed contract and performance security from the successful bidder.  
**whichever is earlier.**
6. Successful bidder will be refunded the EMD amount only after submission of Performance Bank Guarantee as mentioned in the following section.

#### 5.5.2 Performance Bank Guarantee (PBG)

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to **10% of the total value (includes phase-I and Phase-II) with BG validity up to two years from the date of purchase order.**
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
3. The Bank Guarantee shall be released on the completion of both the phases or after its validity, whichever is earlier.
4. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
6. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the **performance guarantee accordingly.**

## 5.6 Payment Terms

1. Payments shall be made to the consultant as per the following schedule:

S.N.	Milestone	Payment %	Documents to be submitted
<b>A. Phase 1</b>			
1	M1	10	<ul style="list-style-type: none"> <li>• Submission of asset discovery report.</li> <li>• Performance Bank Guarantee</li> <li>• Agreement</li> </ul>
2	M2	20	IPv6 Readiness Assessment and Gap Analysis
3	M3	40	IPv6 Architecture Development and Roadmap
4	M4 & M5	30	<ul style="list-style-type: none"> <li>• IPv6 Pilot Test Plan report</li> <li>• Draft tender for selection of implementing agency.</li> </ul>
<b>B. Phase 2</b>			
1	M1	70	Testing and Validation
2	M2 & M3	30	Certification & Knowledge Transfer

2. Payments will be made after deducting TDS/other taxes and applicable penalty, if any.
3. Payment for subsequent milestones would be paid only once the payment for earlier milestone is released.
4. All the payments including refund of EMD (if submitted in the form of DD/ Pay order) will be made by SIDBI Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] **Bank Mandate Form** as per format prescribed in **Annexure –XIII** .

In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again and the fact should be clearly mentioned in the minimum eligibility bid - **Annexure II**.

## 5.7 Rules for Evaluation of Responses

1. To assist in the scrutiny, evaluation and comparison of responses/offers, SIDBI may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. SIDBI has the right to disqualify the Bidder whose clarification is not received by SIDBI within the stipulated time or is found not suitable to the proposed project.
2. Bidders are requested to be prepared to demonstrate, through presentations, their capabilities for IPv6 as part of the final evaluation in accordance with the responses given for the identified requirements, within a week's period after the last date of the submission of proposals, as mentioned in 'Critical Information' of this document. Accordingly, SIDBI will communicate a date and time to all Bidders. The Bidder will arrange for such presentations at its own cost.
3. SIDBI may appoint the services of an external consultant for evaluation of the bids.
4. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

5. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI shall not be liable to any person for excluding or rejecting any such proposal.
6. SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. SIDBI would not give any clarification/explanation to the concerned bidder in case of such rejection.
7. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
8. SIDBI will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, SIDBI shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

#### 5.8 Signing of Contract

The successful bidder shall sign and return the Contract (**Annexure -XIV**) within 2 weeks from the date of the purchase order from SIDBI.

#### 5.9 Corrupt and fraudulent practice

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:

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

#### 5.10 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.

#### 5.11 Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent

jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### 5.12 Confidentiality

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

#### 5.13 Limitation of liability

Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision in **Clause 5.23** herein below, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

#### 5.14 Rights to Visit

1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

#### 5.15 Audit

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



officials as mentioned above are allowed access to all the related places, for inspection and verification.

#### 5.16 Grievances Redressal Mechanism

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

#### 5.17 Compliance with Statutory and Regulatory Provisions

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

#### 5.18 Taxes and Duties

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.
2. 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.
3. 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.
4. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect 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.

#### 5.19 Right of Publicity

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

#### 5.20 Intellectual Property

Intellectual Property rights means all rights in inventions, patents, copyrights, design rights, trade marks and trade names, service marks, trade secrets, know how and other intellectual property rights (whether registered or unregistered) and all applications for any of them, actual or pending anywhere in the world.

#### 5.21 Resolution of Dispute

SIDBI and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, SIDBI and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

The dispute resolution mechanism to be applied shall be as follows:

1. In case of Dispute or difference arising between SIDBI and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.
2. 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;
3. The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

The Agreement shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

No conflict between the bidder and SIDBI shall cause cessation of services. Only by mutual consent the services will be withdrawn.

#### 5.22 Force Majeure

1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/order subsequent to this RfP is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, successful bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

#### 5.23 Indemnity

1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
  - a. Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  - b. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
  - d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false

- representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
- e. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - f. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - g. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  - h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
    - a. Notifies the Bidder in writing; and
    - b. Cooperate with the bidder in the defense and settlement of the claims.
  3. The Bidder shall not be liable for defects or non-conformance resulting from:
    - a. Software, hardware, interfacing not approved by Bidder; or
    - b. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
    - c. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
    - d. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.
- 5.24 Public Procurement Policy on Micro and Small Enterprises (MSEs)**
1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.
  2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
  3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
  4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

\*\*\*\*\*



## 6. Eligibility Criteria

### 6.1 Minimum Eligibility Bid

Proposals not complying with the prescribed '**Minimum Eligibility criteria**' and not submitted as per **Annexure-II** are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria:

1. The bidder should be empanelled by Department of Telecommunication, Government of India for IPv6 consultancy/implementation.
2. The empanelment certificate should be valid as on the last date for submission of proposals, including extended date if any. Copy of the certificate to be submitted.
3. The bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies during the last five years. Bidder must certify to that effect.

### 6.2 Technical Bid

Vendors should have experience in providing IPv6 consultancy. Further the bidder should agree for the timelines as specified in the tender.

### 6.3 Commercial Bid

The commercial bids should be submitted as per **Annexure-IV**. Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RfP, shall be declared as '**Non-responsive**' and hence shall be rejected.

\*\*\*\*\*

## 7. Evaluation Methodology

### 7.1 Evaluation process

1. The Bank has adopted a Three (3) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - a. Minimum Eligibility Criteria
  - b. Technical Bid
  - c. Commercial Bids
2. The Bank shall evaluate first the '**Minimum Eligibility Criteria**' bids and based on its evaluation, '**Technical Bids**' shall be undertaken for evaluation at the second stage. Based on the outcome of Technical evaluation, '**Commercial bids**' shall be opened for the technically qualified proposals only. The final selection will be done based on **the commercial evaluation** of technically short listed bidders.
3. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
4. 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 (Letter/e-Mail), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

### 7.2 Preliminary Examinations

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, bid price, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

### 7.3 Evaluation of Minimum Eligibility Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the '**Minimum Eligibility Criteria**' section. Bids not complying with the minimum eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation.
2. 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.
3. Successful bids out of this stage would be considered for technical evaluation.

### 7.4 Evaluation of Technical Bids

1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
2. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
3. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
4. The shortlisted bidders will be called for presentation on the solution based on the technical bids submitted by them to make an evaluation. Such presentations will become part of the technical bid. SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration, presentations or site visits.
5. Bidders should demonstrate, through presentations, their capabilities, as part of the evaluation in accordance with the responses given for the identified requirements, within a short period after the last date of the submission of proposals. Accordingly, SIDBI will communicate a date and time to all Bidders.
6. During technical evaluation, SIDBI may interact with the customer references submitted by the bidder.

### 7.5 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be considered for commercial evaluation.
2. The date for opening of commercial bids will be separately advised.
3. All those bidders who have quoted at least 15% for Phase-II would be shortlisted for commercial evaluation.
4. The L1 bidder would be shortlisted based on the least cost quoted, taking into account the cost quoted for both the phases.

### 7.6 Placing of order

1. Initially order would be placed for Phase 1 consultancy.
2. Order for Phase 2 consultancy would be placed on completion of migration by the migration vendor.
3. Order for Phase 2 would be placed **within 15 months** from the date of completion of Phase 1.

### 7.7 Arithmetic errors correction

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

1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct.
5. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.

\*\*\*\*\*

## Annexure – I. Bid Covering Letter

*(To be submitted on Bidder's company letter head)*

Date:

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

Dear Sir,

### IPv6 Consultancy Services

(RfP No: 400/2015/1049/BYO/ITV dated August 11, 2014)

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **₹500/- (₹ Five Hundred only)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of **₹20,000/- (₹ Twenty Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in **Annexure- VI (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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

## Annexure – II. Minimum Eligibility Criteria

(RfP No: 400/2015/1049/BYO/ITV dated August 07, 2014)

Details of the Bidder (Company)					
1	Name of the Bidder				
2	Address of the Bidder				
3	Service tax registration no.				
4	Permanent Account Number (PAN)				
5	<b>Bank Mandate Form Status &lt;tick appropriate&gt;</b>				
	<input type="checkbox"/> Already Submitted with SIDBI <input type="checkbox"/> Being submitted herewith as per format				
	Bank Account Details as in Bank Mandate Form:				
	S.N.	Bank Name and Branch	Account Type	IFSC Code	Account No.
6	Name & Designation of the contact person to whom all references shall be made regarding this tender and in whose name the power of attorney has been issued.				
	Telephone No. (with STD Code) & E-Mail of the contact person				
	Fax No. (with STD Code)				
7	<b>MSME Status as per the definition at para 5.34 of the RfP &lt;tick appropriate&gt;</b>				
	<input type="checkbox"/> Company <b>does not qualify</b> the status of MSE.				
	<input type="checkbox"/> Company <b>does qualify</b> the MSE status. Relevant document is attached herewith. <b>&lt;please attach MSE registration certificate or a certificate from Chartered Accountant&gt;</b> .				
	<input type="checkbox"/> SC/ST				
8	Company website				
9	<b>Financial Details (as per audited Balance Sheets) (in Rupees lakh)</b>				
	Year	2011-12	2012-13	2013-14	
	Net Worth				
	Turn Over				
	PAT				
10	<b>Empanelment by Department of Telecommunication, Government of India Details</b>				
	Whether empanelled by DoT, GoI (Yes / No)				
	Whether empanelment is valid as on date of this tender (Yes/ No)				
	Copy of empanelment certificate / agreement with DoT attached (Yes / No)				
12	<b>Declaration regarding Clean Track Record</b>				
	Whether declaration regarding Clean Track Record as per <b>Annexure – V</b> attached. (Yes / No)				

Date

Place

Signature of Authorised Signatory ...

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

## Annexure – III. Technical Bid

(RfP No: 400/2015/1049/BYO/ITV dated August 07, 2014)

S.N.	Specification	Minimum requirement	Bidder's Response			
1	<b>Project Schedule</b>					
	S.N.	Stage			Time Required to Complete ( in weeks)	
	<b>A. First Phase</b>					
	1	Asset Discovery				
	2	IPv6 Readiness Assessment				
	3	IPv6 Architecture Development and Roadmap				
	4	Tender for Selection of Implementation Agencies				
	5	IPv6 Pilot Test Plan				
	<b>B. Second Phase</b>					
	1	Testing and Validation				
	2	Certification				
	3	Knowledge Transfer				
	<p><i>Consultant to note that the entire activity in first phase to be completed within 8 weeks from the date of order for first phase. Second phase to be completed within 6 weeks from the date of order for second phase.</i></p>					
	2	<b>Brief Description of IPv6 consultancy projects handled</b>				
3	Contact details of at least one customer from the Financial Institutions/ Banks/ Govt. Organizations/ Insurance Companies, where the bidder has provided similar type of consultancy in last two/three years.					
	<b>Name &amp; Address of the Customer</b>	<b>Name &amp; Designation of the contact person</b>	<b>Phone No.</b>	<b>E-mail</b>	<b>Fax No.</b>	
(i)						
(ii)						

---

Date \_\_\_\_\_ Signature of Authorised Signatory ...

Place \_\_\_\_\_ Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

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## **Annexure – IV.Commercial Bid**

(RfP No: 400/2015/1049/BYO/ITV dated August 07, 2014)

*[Amt in ₹]*

S.N.	Particulars	Base Cost	Taxes including ST	Other levies	Any Other Charges	Total Cost
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E=A+B+C+D</b>
1.	First Phase Consultancy					
2	Second Phase Consultancy					
<b>Total for arriving at L1 (1 + 2)</b>						

**Bidder may please make note of the following:**

1. The costs must be in Indian Rupees.
2. No conditions should be stipulated in the commercial bids. The conditional bids shall be rejected.
3. Order for first phase consultancy would be placed initially.
4. Order for second phase consultancy would be placed within 15 months from the completion of phase one at the contracted rate. No change in cost would be allowed.
5. The cost quoted for second phase should not be less than 15% of the cost quoted for first phase.

---

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

---



## **Annexure – V.Declaration Regarding Clean Track Record**

*(To be submitted on Bidder's company letter head)*

Date:

The General Manager (ITV)  
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,

### **Declaration Regarding Clean Track Record**

**(RfP No: 400/2015/ 1049/BYO/ITV dated August 07, 2014)**

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP No. 400/2015/1049/BYO/ITV dated August 07, 2014 regarding selection of IPv6 consultant in SIDBI. We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years. I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

---

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

---

## **Annexure – VI.Statement of Deviations**

*(To be submitted on Bidder's company letter head)*

**(RfP No: 400/2015/ 1049/BYO/ITV dated August 07, 2014)**

Bidders are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point 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.

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by SIDBI.

<b>List of Deviations –</b>			
<b>S. N.</b>	<b>Clarification point as stated in the tender document</b>	<b>Page / Section Number in RfP</b>	<b>Comment/ Suggestion/ Deviation</b>
1.			
2.			
3			

*<additional rows may be added, if required>*

---

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

---

## Annexure –VII. Letter of Competence

*(To be executed on a non judicial stamp paper of requisite value)*

(RfP No: 400/2015/1049/BYO/ITV dated August 07, 2014)

This is to certify that we *[Insert name of Bidder]*, address ..... are fully competent to undertake and successfully deliver the consultancy services as per scope mentioned in the above RfP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We certify that the quality and number of resources to be deployed by us for Consultancy will be adequate to deliver the services professionally and competently within the prescribed time frame.

We also certify that all the information given by us in response to this RfP is true and correct.

Thanking you,

Yours sincerely,

---

Date	Signature of Authorised Signatory ...
------	---------------------------------------

Place	Name of the Authorised Signatory ...
-------	--------------------------------------

Designation ...

Name of the Organisation ...

Seal ...

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## Annexure – VIII. Power of Attorney

*(To be executed on a non judicial stamp paper of requisite value)*

**(RfP No: 400/2015/1049/BYO/ITV dated August 07, 2014)**

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2014, We, \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, <Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal No. 400/2015/1049/BYO/ITV dated August 07, 2014 for IPv6 Consultancy Services’ and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

\_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Signature of \_\_\_\_\_

\_\_\_\_\_  
Attested

## Annexure –IX .Details of Infrastructure

### 1. Data Center

#### a) Hardware

S.N.	Infrastructure Type	Component	Make	Model No.	Qty
1	WAN	Routers	Cisco	3945	2
				3845	2
				2921	2
				1900	1
2	LAN	Switch	Cisco	6509	2
			Cisco	2960	8
			HP	2530-24G	2
			HP	5500-24G	2
			D-link	3526	1
			D-link	3556	1
3	Security	NIPS	Cisco	IPS 4240	1
		HIPS (software)	IBM	ISS	35
		Firewall	Cisco	PIX 525	2
		Firewall	Fortinet	Fortigate 800	2
		Firewall	Fortinet	Fortigate 60C	1
4	Web Gateway Security	Proxy with content filtering, antivirus and antimalware.	Cisco	Ironport WS360/370	2
5	Video Conferencing	MCU	Polycom	RMX 1500	1
		PRI Gateway	Polycom	RMX 1500	1
		Gatekeeper	Polycom	DMA 7000	1
		Recording	Polycom	RSS 4000	1
		End Point	Polycom	HDX 8000 / 7000	2
		Executive System	Polycom	HDX 4500	2
		MCU	Radvision	Elite 5110 - MCU	1
		Desktop Server	Radvision	Scopia Desktop Pro	1
		Firewall Traversal	Polycom	Real Presence Access Director	1
		Radvision	Pathfinder	1	
6	Access Gateway	SSL VPN	Citrix	Netscaler MPX5550	1
7	Link Load Balancer	Link load balancer with bandwidth management.	Radware	Linkproof 800	2
8	Biometric	Attendance System	Nitzen	NAC2500S+	3
13	Servers	Rack Mount – Intel based servers.	IBM	X Series 336 / 346	13
			HP	DL series	9
			SUN	X4270 / X4150	2
			Dell	R710 / R200	3
		Rack Mount – RISC & Itanium based servers	HP	Rx6600	3
			IBM	AIX	1
		Blade servers	HP	Proliant C 3000 Chassis	05
				Blades – Intel	36
				Blade – Itanium	1
			SUN	Chassis	1
		Blades including 1 storage	10		
14	Storage & Tape Library	Tape Library	SUN	SL500	1
		SAN Storage	HP	EVA 4400 / 6000	2
		SAN Switch	HP	Brocade 300	4

#### b) Applications

S.N.	Infrastructure Type	Description	OEM	Version	Qty	Remarks
1	Antivirus	AV software	Symantec	Enterprise Edition Ver.12		

S.N.	Infrastructure Type	Description	OEM	Version	Qty	Remarks
2	Groupware	Mailing software	IBM	Lotus Notes 9		
3	RDBMS	Database	Oracle	10g		
			Microsoft	SQL Server		
			Oracle	MYSql		
			IBM	DB2 Enterprise Server Edition (DB2)		
4	Operating Systems	Operating systems	Microsoft	Windows 2003 & 2008	65	
			Redhat	Linux Enterprise Edition 3 & above	8	
			IBM	AIX 6.1	1	
			HP	Unix 11.v3	4	
5	Middleware	Middleware	IBM	MQ Series		
			IBM	Websphere		Application and portal server
			SAP	SAP Business Object Reporting		
			Oracle	Forms Server- V 10.1.2.0.2		
			Oracle	Reports Server- V 10.1.2.0.1		
			Oracle	Forms 6i		
			Oracle	Reports 6i		
6	Webserver	Webservers	Tomcat	Apache		
			Microsoft	IIS		
			IBM	HTTP		
7	Virtualisation	Server and Application Virtualisation	Citrix	Xen Server		Server Virtualisation
			Citrix	XenApp 5.0		Application Virtualisation.
8	Backup Solution	Backup software	Symantec	Veritas Netbackup 7.6		
9	Syslog	Syslog server with log viewer	Solarwinds	Kiwi syslog server version 9.3.4		
10	HP Service Manager	HP Service Manager	HP	7.11		Ticketing tool
11	Documentum		EMC <sup>2</sup>	5.5		Document management system.
12	HP NNM / iSPI	HP Network Node Manager	HP	9.10		Network devices monitoring and alerts/iSPI used for network devices performance reporting.
13	HP OM / OMW	HP Operation Manager	HP	9.0		Monitoring server Application status, and infrastructure alert by configuring threshold value/ OVPM used for Server Reporting.
14	HP CAS	Client Access Software	HP	7.90		Deploying patches on all of the desktop machine, and inventory reporting for the same.
15	HP BSM	HP Business Service Management	HP	9.10		Optimize the performance and availability of applications in production and proactively resolve

S.N.	Infrastructure Type	Description	OEM	Version	Qty	Remarks
						problems

### c) Services

FTP, SMTP, SMNP, AD etc.

## 2. DR Site

### a) Hardware

S.N.	Infrastructure Type	Component	Make	Model No.	Qty
1	WAN	Routers	Cisco	1905	1
				2951	1
				1921	1
				2951	1
2	LAN	Switch	Cisco	C3750X-24 (Layer3 Switch)	1
			Cisco	SF90	
			HP	2530-24G	1
			D-link	3526	1
			D-link	3526	1
			D-link	1024A	1
			D-link	1016D	1
3	Security	Firewall	Checkpoint	4800	1
4	Video Conferencing	End Point	Polycorn	HDX 7000	1
6	Access Gateway	SSL VPN	Citrix	Netscaler MPX5550	1
8	Biometric	Attendance System	Nitzen	NAC2500S+	1
13	Servers	Rack Mount – Intel based servers.	HP	Proliant DL 380	3
			DELL	R710	3
			HCL	HCL Infinity	1
		Rack Mount –Itanium based server	HP	Integrity RX6600	1
14	Storage & Tape Library	SAN Storage & Disk Encloser	HP	EVA 4400	2
		Tape Drive	HP	Ultrium 1804	1
			IBM	Ultrium 3580	1
		SAN Switch	HP	Brocade 300	2

### b) Applications

S.N.	Infrastructure Type	Description	OEM	Version	Qty	Remarks
1	Groupware	Mailing software	IBM	Lotus Notes 9		
2	RDBMS	Database	IBM	DB2 Enterprise Server Edition (DB2)		
			Oracle	10g		
3	Operating Systems	Operating systems	HP Unix	11.v3	1	
			Red Hat	Enterprise Linux 6.4	2	
4	Middleware	Middleware	IBM	MQ Series		
			IBM	Web sphere (application and portal server)		
			IBM	Tivoli Directory Server		
			SAP	SAP Business Object Reporting		
			Oracle	Forms Server- V 10.1.2.0.2		
			Oracle	Reports Server- V 10.1.2.0.1		
5	Webserver	Webservers	Tomcat	Apache		



S.N.	Infrastructure Type	Description	OEM	Version	Qty	Remarks
			IBM	HTTP		
			Microsoft	IIS		
6	Virtualisation	Server and Application Virtualisation	Citrix	Xen Server		Server virtualization
			Citrix	XenApp 5.0		Application virtualisation

**c) Services**

FTP, SMTP, SMNP, AD etc.

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## Annexure – X.Performance Bank Guarantee

*(To be executed on a non judicial stamp paper of requisite value)*

### BANK GUARANTEE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the SIDBI ) having agreed to award a contract to M/s. ' Service Provider Name' having its office at ' Service Provider's Office Address', (hereinafter called "the Service Provider") for "**IPv6 Consultancy Services**" on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank guarantee for 10% of the contract value i.e. ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_, having its principal/ registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) \_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**IPv6 Consultancy**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms

and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_

6. The liability under this guarantee is restricted to ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants 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 authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, 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. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) \_\_\_\_\_ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ ) (b) fulfillment of the purpose for which this guarantee was issued; or (c)  
\_\_\_\_\_ (date)”

15. All claims under this guarantee will be made payable at (bank name & address)  
\_\_\_\_\_ by way of DD payable at Mumbai

In witness where of we ..... have set and subscribed our hand and seal this  
..... day of .....2014.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

- 1) Name.....  
Signature.....  
Designation.....
- 2) Name.....  
Signature.....  
Designation.....

## **Annexure – XI. Letter of Conformity**

*(To be submitted on Bidder's company letter head)*

Date:

The General Manager (ITV)  
 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,

### **IPv6 Consultancy Services**

(RfP No: 400/2015/1049/BYO/ITV dated August 07, 2014)

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by SIDBI and hereinafter referred as 'Bank' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in **Annexure-I** of the main RfP document which are expressly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

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

## **Annexure – XII.Non-Disclosure Agreement**

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

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “IPv6 Consultancy” as per scope defined in the **Request for Proposal (RfP) No. 400/2015/1049/BYO/ITV dated August 07, 2014** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorisation to do so;

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

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

Yours sincerely,

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

## Annexure – XIII. Bank Mandate Form

*(To be submitted in Duplicate)*

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

1. Name of Borrower / vendor / supplier: \_\_\_\_\_

\_\_\_\_\_

Vendor Code (if applicable) \_\_\_\_\_

2. Address of the Borrower / vendor / supplier: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_ (if applicable)

### 3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

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

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

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

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



Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

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

**1,2: Note on IFSC / MICR**

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

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## **Annexure – XIV:Contract Agreement**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ hereinafter called the "BIDDER" and SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA., hereinafter called "Bank" sets forth the terms and conditions for the rate contract for the consulting activities for IPV6 migration.

WHEREAS, SIDBI invited proposal for engaging a consultant for providing IPv6 consultancy services for its Data Center and Disaster Recovery site infrastructure, including

In response to the said invitation, the vendor submitted its Bid for providing Services which has been accepted by SIDBI.

SIDBI has agreed to engage the consultant and the consultant has agreed to provide the consultancy services in terms of this Agreement;

### **1. Scope of Work:**

#### **1.1. General Requirements:**

The scope of work is divided into two phases' viz., first phase and second phase. In first phase SIDBI intends to carry out five activities and second phase three activities. All the activities to be carried out by the consultant from SIDBI Mumbai office only. Though the shortlisting of bidder would be carried out for both the phases, order for each phase would be placed separately. The details of activities to be carried out in each phase is as given below:

##### **1.1.1. First Phase:**

- i. Asset Discovery
- ii. IPv6 Readiness Assessment
- iii. IPv6 Architecture Development and Roadmap
- iv. Tender for Selection of Implementing Agencies
- v. IPv6 Pilot Test Plan

##### **1.1.2. Second Phase:**

- i. Testing and Validation.
- ii. Certification
- iii. IPv6 Knowledge Transfer

##### **1.1.3. Program Management is common to both the phases.**

### **1.2. First Phase (Ph1)**

#### **1.2.1. M1: Asset Discovery**

- a. The consultant shall discover the current state of Network, Standard Applications (operating systems, databases, middleware, tools etc) and Services (DNS, AD, FTP, web servers etc) and prepare a report capturing details about current state.
- b. The consultant can gather these details by questionnaire, workshops and network audits

- c. The consultant shall take all inputs from technology and business team and capture business and technical requirements, IPv6 business goals, IPv6 effects on the business and network.
- d. The consultant shall prepare and submit a detailed report capturing:
  - List of Networks, services and applications
  - Current state of networks, services and applications
  - Detailed inventory report including vendor, software, services and hardware versions etc.
  - Current software or hardware upgrade plans.
  - Existing customer IPv6 roadmap.
  - IPv6 business goals
  - IPv6 effects on the business and network
  - Business critical network and services
  - IPv6 training and education plan and roadmap

The consultant shall conduct a presentation to SIDBI team to share the above details.

#### 1.2.2. M2: IPv6 Readiness Assessment and Gap Analysis

- a. The consultant shall conduct the IPv6 readiness assessment for equipments, applications and services.
- b. The consultant shall clearly list out gaps in existing infrastructure, including the upgrade plan like software or hardware upgrade required to support IPv6.

The consultant shall prepare and submit a detailed IPv6 Readiness assessment report including:

- Current state of networks, services and applications
- Detailed inventory
- IPv6 readiness for network & security devices like routers, switches, firewalls, NIPS, HIPS, Web Gateway Security, Link Load balancers etc.
- IPv6 readiness for applications like Windows, Linux, SUN, middleware, tools etc
- IPv6 readiness for services DNS, SMTP, VPN, AD, web servers etc.
- IPv6 readiness for servers, storage, backup etc.
- Recommendation for network, applications and services including the software, hardware upgrade required to support IPv6 and budgetary estimate. The consultant shall develop a procurement plan and budget planning for network security infrastructure, systems and third party applications etc.

The consultant shall conduct a presentation to SIDBI team to share the above details.

#### 1.2.3. M3: IPv6 Architecture Development and Roadmap

- a. The consultant shall develop an IPv6 high level architecture blueprint on basis of all technical and business requirements and understanding about current state of infrastructure.

- b. The consultant shall also develop an IPv6 Architecture detailed blueprint containing information on how the IPv6 network architecture will be deployed.
- c. The detailed blueprint shall include all details like network logical and physical topology, IPv6 addressing scheme, switching and routing, IPv6 security infrastructure features, software protocols and features configuration etc.
- d. The consultant shall develop detailed IPv6 implementation / adoption roadmap and project plan.
- e. The consultant shall develop a detailed IPv6 adoption governance / transition management.
- f. The consultant shall list all adoption challenges.
- g. The consultant shall create documentation templates and comprehensive documentation roadmap.
- h. The consultant shall identify applications and services for migration.
- i. The consultant shall include security planning and considerations.
- j. The consultant shall document all the activities carried out in standardised formats.

The consultant shall conduct a presentation to SIDBI team to share the above details.

#### 1.2.4. M4: IPv6 Pilot Test Plan

- a. The consultant shall prepare test plan document.
- b. The consultant shall recommend and develop the test plan including lab setup required, test cases or scenarios, test data and expected results to test the recommended architecture and design.
- c. The consultant shall schedule the test setup and execution, taking into account the desired timelines and the availability of equipment, tools, software, personnel and other resources that may be required.
- d. The consultant shall provide guidance and recommendations on tool usage such as traffic generators, simulators, scripting and data collection along with lab design support and management.
- e. The consultant shall define of the pilot scope.
- f. The consultant shall develop the pilot implementation plan.

#### 1.2.5. M5: Tender for Selection of Implementing Agencies

- a. Preparation of detailed technical, financial tender document for the selection of implementer based on the prevailing and planned IP infrastructure in the Bank.
- b. Preparation of evaluation criteria for the selection of implementing agency.

### 1.3. Phase 2 (Ph2)

#### 1.3.1. M1: Testing and Validation

- a. After the completion of migration activity by respective vendors, the Consultant shall carryout testing and validation.
- b. The Consultant shall schedule the tests considering the availability of equipments, applications, personnel and other resources that may be required.
- c. The consultant shall conduct testing using various tools, test case scenarios and test data (Please note that SIDBI will not provide any tools for said testing).

- d. Consultant shall report to SIDBI regarding any gaps/improvement required identified during the testing.
- e. Testing/validation activities shall continue until the system reaches the desired state.

#### 1.3.2. M2: Certification

The consultant shall issue a certificate stating that the entire equipments, applications and services are IPv6 enabled after the completion of testing and validation.

#### 1.3.3. M3: Pv6 Knowledge Transfer

- a. Conduct two day workshop for planning and operations team.
- b. Recommend appropriate technical hands on training for designing, configuring and management of IPv6 networks.

#### 1.4. Project Management (Common for both the phases)

- a. The consultant shall appoint a project manager as a single point of contact.
- b. The consultant shall prepare a detailed project plan with clear milestones and schedule.
- c. The consultant project manager shall conduct weekly review with SIDBI team to highlight the risk, dependencies, project progress etc.
- d. The consultant project manager shall also share the report on email on weekly basis.

#### 1.5. Deliveries

Successful bidder would be required to deliver the following:

##### 1.5.1. Phase 1:

- a. Asset discovery report
- b. IPv6 Readiness Assessment and Gap Analysis
- c. IPv6 Architecture development and roadmap
- d. IPv6 Pilot Test Plan
- e. Draft tender for selection of implementing agency.

##### 1.5.2. Phase 2:

- a. Testing and Validation Report
- b. Certification
- c. Conduct IPv6 Knowledge transfer.

#### 1.6. Responsibilities of SIDBI

- a. SIDBI shall provide all the assistance and shall make available all necessary information needed by the bidder for discharge of their responsibility. On day to day basis the officials of SIDBI shall help the engineers deputed by the bidder for the job in their capacity.
- b. The bidder shall be provided with all requisite information related to IT infrastructure available at Data Center, Mumbai and DR Site Chennai.
- c. The infrastructure at Datacenter, Mumbai and DR Site Chennai can be accessed from central location i.e, Mumbai office.

- d. The bidder shall be provided with necessary space and resource for smooth discharge of their responsibility.
- e. The cost of hardware / software to be replaced, if any for making infrastructure Ipv6 ready shall be borne by SIDBI.

### 1.7. Responsibilities of Bidder

- a. The bidder should carry out the consultancy from SIDBI, Mumbai office only.
- b. The bidder should carry out work as specified in the SoW and submit all the deliverables.

## 2. Project Schedule

1. Selected bidder would be issued 'Letter of intent (LOI)'/ purchase order (PO) on final selection and completion of internal approval formalities of the bank. Immediately after the receipt, the consultant must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.
2. The bidder shall complete the Phase-1 of the project within 8 weeks from the date of order.
3. The Phase-2 of the project to be completed within 6 weeks from the date of order.
4. Time would be the essence of this RfP and subsequent LOI/ PO issued/ placed with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions.
5. The Bidder undertakes to provide appropriate human as well as other resources required, to execute various tasks assigned as part of the project, from time to time.
6. In case the consultant deviates from timelines or such authorised extension as may be permitted in writing by SIDBI, SIDBI shall impose a penalty @0.5% of PO value per week subject to a maximum of 10%. The amount of penalty would be recovered from PBG or any amount payable to the consultant.

## 3. Payment Terms

1. Payments shall be made to the consultant as per the following schedule:

S.N.	Milestone	Payment %	Documents to be submitted
<b>A. Phase 1</b>			
1	M1	10	<ul style="list-style-type: none"> <li>• Submission of asset discovery report.</li> <li>• Performance Bank Guarantee</li> <li>• Agreement</li> </ul>
2	M2	20	IPv6 Readiness Assessment and Gap Analysis
3	M3	40	IPv6 Architecture Development and Roadmap
4	M4 & M5	30	<ul style="list-style-type: none"> <li>• IPv6 Pilot Test Plan report</li> <li>• Draft tender for selection of implementing agency.</li> </ul>
<b>B. Phase 2</b>			
1	M1	70	Testing and Validation
2	M2 & M3	30	Certification & Knowledge Transfer

2. Payments will be made after deducting TDS/other taxes and applicable penalty, if any.
3. Payment for subsequent milestones would be paid only once the payment for earlier milestone is released.

4. All the payments including refund of EMD (if submitted in the form of DD/ Pay order) will be made by SIDBI Mumbai office, electronically through RTGS/ NEFT.
5. No advance payment would be made.

#### 4. Taxes and Duties

1. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.
2. 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.
3. 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.
4. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect 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.

#### 5. Performance Bank Guarantee (PBG)

1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to **10% of the total value (includes phase-I and Phase-II) with BG validity up to two years from the date of purchase order.**
2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
3. The Bank Guarantee shall be released on the completion of both the phases or after its validity, whichever is earlier.
4. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
6. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder



would be required to extend the validity period of the **performance guarantee accordingly.**

## **6. Terms and Conditions**

### **6.1. Corrupt and fraudulent practice**

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:

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

### **6.2. 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.

### **6.3. Violation of terms**

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

### **6.4. Confidentiality**

1. This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI.
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.

### **6.5. Limitation of liability**

Save and except the liability under Section of 'IPR Infringement' and/or indemnity provision in **Clause 6.14** herein below, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

#### **6.6. Rights to Visit**

1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
3. The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

#### **6.7. Audit**

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

#### **6.8. Grievances Redressal Mechanism**

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

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

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

#### **6.10. Right of Publicity**

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

#### **6.11. Intellectual Property**

Intellectual Property rights means all rights in inventions, patents, copyrights, design rights, trade marks and trade names, service marks, trade secrets, know how and other

intellectual property rights (whether registered or unregistered) and all applications for any of them, actual or pending anywhere in the works.

#### 6.12. Resolution of Dispute

SIDBI and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, SIDBI and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of Dispute or difference arising between SIDBI and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.
- b) 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;
- c) The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

The Agreement shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

No conflict between the bidder and SIDBI shall cause cessation of services. Only by mutual consent the services will be withdrawn.

#### 6.13. Force Majeure

- a) Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.
- b) If a Force Majeure situation arises, successful bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- d) In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

#### 6.14. Indemnity

1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly

from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- a) Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  - b) An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  - c) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
  - d) Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
  - e) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - f) Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - g) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  - h) The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- a) Notifies the Bidder in writing; and
  - b) Cooperate with the bidder in the defense and settlement of the claims.
3. The Bidder shall not be liable for defects or non-conformance resulting from:
- a) Software, hardware, interfacing not approved by Bidder; or
  - b) Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
  - c) Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
  - d) Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

## **7. Entire Agreement and Precedence.**

This Agreement and its exhibits constitute the entire agreement governing the arrangement between Tata and SIDBI. The parties however agree that in the event of ambiguity in the terms of this Agreement, the parties' intent will be derived by referring to the following documents and through mutual discussions. Any such mutually acceptable position in variance to this Agreement shall be recorded in writing by way of an amendment.

- a. Purchase order no. xxxxxxxx dated xxxxxx
- b. Bidder's proposal dated xxxxxxx.
- c. Other correspondence between parties.
- d. Tender (RfP) No. 400/2015/1049/BYO/ITV dated August 07, 2014.
- e. Pre-bid clarifications dated xxxxxxxx.

**8. Applicable Law.**

This Agreement is made under and shall be construed in accordance with the law of India.

IN WITNESS WHEREOF, Bidder (Name) and SIDBI, each acting with proper authority, have caused this Agreement to be executed as of the date set forth below.

**Signed for and on behalf of**

**BIDDER**

**Signed for and on behalf of**

**SMALL INDUSTRIES  
DEVELOPMENT BANK OF INDIA**

**End of RfP Document**