



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

**आईपी एमपीएलएस वीपीएन लिंक्स की खरीद के प्रस्ताव हेतु अनुरोध**

**Request for Proposal for  
Procurement of IP MPLS VPN Links**

|   |  |
|---|--|
| टेंडर सं. / Tender No.  | 400/2019/1416/BYO/ITV  |
| टेंडर जारी करने की तिथि /<br>Tender Issue Date                | December 17, 2018 (Monday)                                     |
| बोली जमा करनी की अंतिम तिथि /<br>Last date for bid submission | January 08, 2019; 1600hrs (Tuesday)                            |
| बयाना जमा राशि /<br>Earnest Money Deposit                     | Rs.5,50,000/-<br><b>(Rupees Five Lakh Fifty Thousand only)</b> |
| टेंडर मूल्य /<br>Tender Cost (Non-Refundable)                 | Rs.2,000/- (Rupees two thousand only)                          |

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

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

## Table of Contents

|  |           |
|--|-----------|
| <b>1. CRITICAL INFORMATION .....</b>                               | <b>5</b>  |
| <b>2. ABBREVIATIONS .....</b>                                      | <b>7</b>  |
| <b>3. INTRODUCTION AND DISCLAIMERS.....</b>                        | <b>8</b>  |
| 3.1. PURPOSE OF RFP .....  | 8         |
| 3.2. INFORMATION PROVIDED .....                                    | 8         |
| 3.3. DISCLAIMER .....  | 8         |
| 3.4. COSTS TO BE BORNE BY RESPONDENTS .....                        | 8         |
| 3.5. NO LEGAL RELATIONSHIP .....                                   | 8         |
| 3.6. RECIPIENT OBLIGATION TO INFORM ITSELF .....                   | 9         |
| 3.7. ERRORS AND OMISSIONS .....                                    | 9         |
| 3.8. ACCEPTANCE OF TERMS .....                                     | 9         |
| 3.9. REQUESTS FOR PROPOSAL .....                                   | 9         |
| 3.10. NOTIFICATION .....   | 9         |
| <b>4. BACKGROUND .....</b>   | <b>10</b> |
| 4.1. ABOUT SIDBI .....   | 10        |
| 4.2. CURRENT SETUP.....  | 10        |
| <b>5. SCOPE OF WORK.....</b>                                       | <b>11</b> |
| 5.1. INTRODUCTION.....   | 11        |
| 5.2. NETWORK DESIGNING AND INTEGRATION.....                        | 13        |
| 5.3. SITE PREPARATION AND INSTALLATION .....                       | 13        |
| 5.4. UP-GRADATION / DOWN-GRADATION.....                            | 14        |
| 5.5. ANNEXING OF NEW LOCATION .....                                | 14        |
| 5.6. SHIFTING OF LOCATIONS .....                                   | 15        |
| 5.7. PREVENTIVE MAINTENANCE .....                                  | 16        |
| 5.8. AUDIT OBSERVATIONS AND COMPLIANCE .....                       | 16        |
| 5.9. REVIEW MEETINGS .....   | 16        |
| 5.10. RESPONSIBILITY OF BANK .....                                 | 17        |
| 5.11. ARCHITECTURE DIAGRAM.....                                    | 17        |
| <b>6. MINIMUM ELIGIBILITY CRITERIA.....</b>                        | <b>18</b> |
| 6.1. MINIMUM ELIGIBILITY CRITERIA FOR FIRST SERVICE PROVIDER ..... | 18        |
| 6.2. NOTE .....  | 19        |
| <b>7. INFORMATION TO BIDDERS.....</b>                              | <b>21</b> |
| 7.1. PRE-BID MEETING .....   | 21        |
| 7.2. AMENDMENT TO THE BIDDING DOCUMENT .....                       | 21        |
| 7.3. LANGUAGE OF BID .....   | 22        |
| 7.4. DOCUMENTS COMPRISING THE BID .....                            | 22        |
| 7.5. BID CURRENCY .....  | 22        |
| 7.6. TENDER FORM COST .....  | 22        |
| 7.7. EARNEST MONEY DEPOSIT (EMD).....                              | 22        |
| 7.8. PERIOD OF VALIDITY OF BIDS.....                               | 23        |
| 7.9. DEADLINE FOR SUBMISSION OF BIDS.....                          | 23        |
| 7.10. LATE BIDS .....  | 23        |
| 7.11. MODIFICATION AND/ OR WITHDRAWAL OF BIDS .....                | 23        |
| 7.12. CONDITIONAL BIDS .....                                       | 24        |
| 7.13. CONTACTING THE BANK .....                                    | 24        |
| 7.14. PRE-CONTRACT INTEGRITY PACT.....                             | 24        |
| 7.15. DOCUMENTS TO BE SUBMITTED .....                              | 24        |
| 7.16. SEALING AND MARKING .....                                    | 25        |
| 7.17. HOSTING OF RFP .....   | 26        |
| 7.18. ERASURES OR ALTERATIONS .....                                | 26        |

|            |   |           |
|------------|---|-----------|
| 7.19.      | PUBLIC PROCUREMENT POLICY ON MICRO AND SMALL ENTERPRISES (MSEs) ..... | 26        |
| <b>8.</b>  | <b>EVALUATION METHODOLOGY.....</b>                                    | <b>28</b> |
| 8.1.       | OPENING OF BIDS BY THE BANK .....                                     | 28        |
| 8.2.       | PRELIMINARY EXAMINATIONS .....  | 28        |
| 8.3.       | CLARIFICATION OF BIDS.....  | 29        |
| 8.4.       | TECHNICAL EVALUATION .....  | 29        |
| 8.5.       | COMMERCIAL EVALUATION .....   | 30        |
| 8.6.       | ARITHMETIC ERRORS CORRECTION.....                                     | 30        |
| 8.7.       | AWARD AND SIGNING OF CONTRACT .....                                   | 30        |
| <b>9.</b>  | <b>SERVICE LEVEL AGREEMENT .....</b>                                  | <b>31</b> |
| 9.1.       | SLA.....  | 31        |
| 9.2.       | EXCLUSIONS .....  | 32        |
| <b>10.</b> | <b>SPECIAL TERMS AND CONDITIONS .....</b>                             | <b>33</b> |
| 10.1.      | CONTRACT TERM .....   | 33        |
| 10.2.      | PRICE .....   | 33        |
| 10.3.      | TERMS OF PAYMENT .....  | 34        |
| 10.4.      | DELIVERY AND INSTALLATION SCHEDULE .....                              | 35        |
| 10.5.      | LIQUIDITY DAMAGES .....   | 35        |
| 10.6.      | TERMINATION.....  | 36        |
| 10.7.      | EXTENSION OF CONTRACT .....   | 38        |
| 10.8.      | RE-NEGOTIATION .....  | 38        |
| <b>11.</b> | <b>GENERAL TERMS AND CONDITIONS .....</b>                             | <b>39</b> |
| 11.1.      | DEFINITIONS .....   | 39        |
| 11.2.      | USE OF CONTRACT DOCUMENTS AND INFORMATION .....                       | 39        |
| 11.3.      | SUBCONTRACTS .....  | 40        |
| 11.4.      | ACCEPTANCE .....  | 40        |
| 11.5.      | GOVERNING LANGUAGE .....  | 41        |
| 11.6.      | APPLICABLE LAWS .....   | 41        |
| 11.7.      | COMPLIANCE WITH ALL APPLICABLE LAWS .....                             | 41        |
| 11.8.      | COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES.....         | 41        |
| 11.9.      | PERFORMANCE SECURITY .....  | 42        |
| 11.10.     | FORFEITURE OF PERFORMANCE SECURITY .....                              | 42        |
| 11.11.     | INSURANCE.....  | 42        |
| 11.12.     | CHANGE / MODIFICATION IN DELIVERY LOCATIONS.....                      | 42        |
| 11.13.     | RIGHT TO ALTER QUANTITIES .....                                       | 43        |
| 11.14.     | NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER.....                      | 43        |
| 11.15.     | TAKEN / BROUGHT OVER OF COMPANY .....                                 | 43        |
| 11.16.     | NO EMPLOYER – EMPLOYEE RELATIONSHIP .....                             | 43        |
| 11.17.     | BUSINESS CONTINUITY .....   | 43        |
| 11.18.     | PATENT RIGHTS .....   | 43        |
| 11.19.     | CORRUPT AND FRAUDULENT PRACTICE .....                                 | 44        |
| 11.20.     | WAIVER.....   | 44        |
| 11.21.     | VIOLATION OF TERMS .....  | 44        |
| 11.22.     | NON-DISCLOSURE AGREEMENT .....  | 45        |
| 11.23.     | CONFIDENTIALITY .....   | 45        |
| 11.24.     | IPR INFRINGEMENT .....  | 46        |
| 11.25.     | LIMITATION OF LIABILITY .....   | 46        |
| 11.26.     | PRIVACY AND SECURITY SAFEGUARDS .....                                 | 46        |
| 11.27.     | RIGHTS TO VISIT .....   | 47        |
| 11.28.     | AUDIT .....   | 47        |
| 11.29.     | GRIEVANCES REDRESSAL MECHANISM.....                                   | 47        |
| 11.30.     | COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS .....             | 47        |
| 11.31.     | RIGHT OF PUBLICITY .....  | 47        |
| 11.32.     | CONFLICT OF INTEREST.....   | 47        |
| 11.33.     | INDEMNITY .....   | 47        |

|            |   |           |
|------------|---|-----------|
| 11.34.     | GST LAW .....   | 49        |
| 11.35.     | TAXES AND DUTIES.....   | 49        |
| 11.36.     | TAX DEDUCTION AT SOURCE.....  | 49        |
| 11.37.     | NON-ASSIGNMENT.....   | 49        |
| 11.38.     | SIGNING OF CONTRACT .....   | 49        |
| 11.39.     | FORCE MAJEURE .....   | 50        |
| 11.40.     | RESOLUTION OF DISPUTES .....  | 50        |
| 11.41.     | NO THIRD-PARTY RIGHTS.....  | 51        |
| 11.42.     | REPRESENTATIONS AND WARRANTIES.....                                 | 51        |
| <b>12.</b> | <b>ANNEXURES.....</b>   | <b>53</b> |
| 12.1.      | ANNEXURE – I: BID FORWARDING LETTER.....                            | 54        |
| 12.2.      | ANNEXURE –II: MINIMUM ELIGIBILITY CRITERIA .....                    | 55        |
| 12.3.      | ANNEXURE –III: TECHNICAL BID .....                                  | 60        |
| 12.4.      | ANNEXURE –IV: COMMERCIAL BID .....                                  | 70        |
| 12.5.      | ANNEXURE –V: POWER OF ATTORNEY.....                                 | 73        |
| 12.6.      | ANNEXURE –VI: NON-BLACKLISTING .....                                | 74        |
| 12.7.      | ANNEXURE –VII: BANK MANDATE FORM .....                              | 75        |
| 12.8.      | ANNEXURE – VIII: EMD / BID SECURITY FORM .....                      | 76        |
| 12.9.      | ANNEXURE – IX: PRE-CONTRACT INTEGRITY PACT .....                    | 78        |
| 12.10.     | ANNEXURE -X: UNDERTAKING LETTER FOR GST LAW .....                   | 84        |
| 12.11.     | ANNEXURE –XI: STATEMENT OF DEVIATIONS.....                          | 85        |
| 12.12.     | ANNEXURE -XII: PROPOSED LAST MILE AT THE LOCATIONS .....            | 86        |
| 12.13.     | ANNEXURE -XIII: DETAILS OF BIDDER SUPPORT AT THE LOCATIONS.....     | 87        |
| 12.14.     | ANNEXURE –XIV: NON-DISCLOSURE AGREEMENT .....                       | 88        |
| 12.15.     | ANNEXURE –XV: PERFORMANCE GUARANTEE FORMAT .....                    | 89        |
| 12.16.     | ANNEXURE -XVI: DEED OF INDEMNITY .....                              | 92        |
| 12.17.     | ANNEXURE -XVII: LOCATION WISE REQUIREMENT AND ADDRESS DETAILS ..... | 95        |

## 1. Critical Information

| S.No.<br>क्र.सं. | Events / कार्यक्रम  | Date/ तिथि  | Time/ समय      |
|------------------|---|---|----------------|
| 1                | बोली-पूर्व बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि Last date for seeking clarifications for pre-bid meeting  | 21 दिसम्बर, 2018<br>December 21, 2018<br>(Friday)   | 1600 बजे /hrs  |
| 2                | बोली-पूर्व बैठक (बोली-पूर्व बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा) Pre Bid meeting (no clarifications would be given after pre-bid meeting)/   | 24 दिसम्बर, 2018<br>December 24, 2018<br>(Monday)   | 1100 बजे / hrs |
| 3                | बोली जमा करने की अंतिम तिथि / Last date for submission of bids  | 08 जनवरी, 2019<br>January 08, 2019<br>(Tuesday)   | 1600बजे / hrs  |
| 4                | न्यूनतम पात्रता बोली और तकनीकी बोली खोलने की तिथि और समय /Date & Time of Opening of Minimum Eligibility bid & Technical bid/  | 08 जनवरी, 2019<br>January 08, 2019<br>(Tuesday)   | 1630 बजे / hrs |
| 5                | वाणिज्यिक बोली खोलने की तिथि व समय/ Date and time of opening of commercial bids   | शॉर्टलिस्ट किए गए बोलीदाताओं को बाद में सूचित किया जायेगा/ To be intimated to shortlisted bidders at a later date   |                |
| 6                | <b>बोली जमा और बोली-पूर्व बैठक करने का पता / Address for Bid Submission and Pre-bid meeting.</b>  |   |                |
|                  | उप महाप्रबन्धक (सिस्टम्स)<br>भारतीय लघु उद्योग विकास बैंक,<br>तीसरा तल, सूचना प्रौद्योगिकी उद्भाग,<br>एमएसएमई विकास केंद्र, प्लॉट सं. सी-11,<br>जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा(पू.), मुम्बई<br><b>400 051</b><br>दूरभाष: 022-67531100 / 67531251 | Deputy General Manager (Systems)<br>Small Industries Development Bank of<br>India, 3rd Floor, Information<br>Technology Vertical, MSME<br>Development Centre, Plot No. C-11, G<br>Block, Bandra Kurla Complex, Bandra<br>(E),<br><b>Mumbai- 400 051</b><br>Phone: 022-67531100 / 67531251 |                |
| 7                | बोली की वैधता/Bid Validity  | टेंडर जारी करने की तिथि से 240 दिन तक/ 240 days from the tender issue date  |                |
| 8                | बयाना जमा राशि/ Earnest Money Deposit (EMD) /   | <b>₹ 5,50,000/-</b><br>(रुपए पाँच लाख पचास हजार मात्र / Rupees four lakh fifty thousand Only)   |                |
| 9                | <b>सिडबी अधिकारियों के संपर्क विवरण/Contact details of SIDBI officials</b>  |   |                |
|                  | ए वी स्याम सुन्दर, स.म.प्र. (सिस्टम्स)<br>A V Syamsundar, AGM(Systems)<br>044-66636052, avshyam@sidbi.in  | राजेश जोशी, उप महाप्रबंधक (सिस्टम्स)<br>Rajesh Joshi, DGM (Systems)<br>022-67531251, rjoshi@sidbi.in  |                |

| S.No.<br>क्र.सं. | Events / कार्यक्रम  | Date/ तिथि  | Time/ समय |
|------------------|---|---|-----------|
| 10               | <b>स्वतंत्र बाह्य मॉनिटर / Independent External Monitor</b><br>श्री अशोक सिन्हा (आईएएस सेवानिवृत्त), 13 ययाती,<br>सेक्टर -58 ए, नेरुल (पश्चिम), पाम बीच रोड, नवी<br>मुंबई 400706,<br>फ़ोन : 9821844044,<br>मेल आई डी : asinha51@gmail.com | Shri. Ashok Sinha, (IAS ret'd.),13<br>Yayati, Sector-58A, Nerul (West), Palm<br>Beach Road, Navi-Mumbai 400706,<br>Ph: 9821844044,<br>Mail id: asinha51@gmail.com |           |

\*\*\*\*\*

SIDBI

## 2. Abbreviations

|        |  |
|--------|--|
| EMD    | Earnest Money Deposit                  |
| DD     | Demand Draft                           |
| S/W    | Network Switch                         |
| F/W    | Network Firewall                       |
| ToR    | Top of Rack Switch                     |
| DMZ    | De-militarized Zone                    |
| SD-WAN | Software Define Wide Area Network      |
| AMC    | Annual Maintenance Contract            |
| OEM    | Original Equipment Manufacturer        |
| NGFW   | Next Generation Enterprise Firewall    |
| IPS    | Intrusion Prevention System            |
| C-SOC  | Cyber -Security Operations Centre      |
| SIEM   | Security Incident and Event Management |
| RO     | Regional Office                        |
| BO     | Branch Office                          |
| XBO    | Extended Branch Office                 |
| HO     | Head Office                            |
| DC     | Data Centre                            |
| DR     | Disaster Recovery Site                 |
| RCA    | Root Cause Analysis                    |
| PM     | Preventive Maintenance                 |
| LD     | Liquidity Damages                      |
| DDoS   | Distributed Denial of Service          |
| SP     | Service Provider                       |
| IP     | Internet Protocol                      |
| IPv4   | Internet Protocol Version 4            |
| IPv6   | Internet Protocol Version 6            |
| NOC    | Network Operating Centre               |
| SoW    | Scope of Work                          |
| VoIP   | Voice over IP                          |
| DMS    | Document Management System             |
| EMD    | Earnest Money Deposit                  |
| LS     | LumpSum                                |

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

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

- 3.1.1. The purpose of RfP is to shortlist single service provider for providing IP MPLS VPN connectivity at 14 locations/offices of the Bank for redundancy along with aggregation link at DC and DR and NNI integration links at DC and DR.
- 3.1.2. The period of contract would be for **FIVE (5) years** and would be on **OPEX** basis. The rates quoted by the bidder would serve as a rate contract for the entire contract period.
- 3.1.3. The bank depending upon its operational requirements would procure MPLS VPN links from the shortlisted service provider for its other offices/locations or for its subsidiaries/associates at the contracted rate.
- 3.1.4. Details of the tender are given in the subsequent sections of this document.
- 3.1.5. ***The bidder to note that, the bank has entered into contract with service provider for providing SD-WAN based MPLS VPN under managed services. The links proposed to be procured under this RfP would be terminated on CPE available on-site.***

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

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

#### **3.3. Disclaimer**

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

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

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

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

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



---

### 3.6. Recipient Obligation to Inform Itself

---

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

---

### 3.7. Errors and Omissions

---

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

---

### 3.8. Acceptance of Terms

---

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

---

### 3.9. Requests for Proposal

---

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

|                       |                  |                   |                 |
|-----------------------|------------------|-------------------|-----------------|
| <b>Contact Person</b> | A V SyamSundar   | C R Prasad        | Rajesh Joshi    |
| <b>Position</b>       | AGM (Systems)    | AGM (Systems)     | DGM (Systems)   |
| <b>Email ID</b>       | avshyam@sidbi.in | crprasad@sidbi.in | rjoshi@sidbi.in |
| <b>Telephone No.</b>  | 044-66636052     | 044-66636045      | 022-67531251    |

- 3.9.2. SIDBI may, in its absolute discretion, seek additional information or material from any of the Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 3.9.3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.
- 3.9.4. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- 3.9.5. SIDBI may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

---

### 3.10. Notification

---

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

\*\*\*\*\*

## 4. Background

### 4.1. About SIDBI

- 4.1.1. Small Industries Development Bank of India (SIDBI) was established in April 1990.
- 4.1.2. 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.
- 4.1.3. 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.
- 4.1.4. Detailed information on the functions of the bank is provided on the website [www.sidbi.in](http://www.sidbi.in).

### 4.2. Current Setup

- 4.2.1. SIDBI has its Datacenter [DC] at Mumbai and DR Site at Chennai and all locations/offices are connected over IP MPLS VPN based WAN.
- 4.2.2. Bank is in the process of implementing SD-WAN based MPLS VPN at all its locations for which vendor is shortlisted and implementation is in progress.
- 4.2.3. The switches deployed at DC and DR are L3 and are of HP make.
- 4.2.4. The LAN deployed at all locations is IP based with L2 Managed switches of heterogenous makes.
- 4.2.5. IPv4 address schema is used in the complete network and private IP address assigned are static, with each location having separate IP subnet.  
However, the bank would be migrating to dual stack i.e., IPv4 and IPv6 during the period of contract.
- 4.2.6. Cyber -Security Operating Center (C-SOC) - Bank is also in the process of setting up Cyber SOC and deployment various security measures/solutions during the period of this contract.

\*\*\*\*\*

## 5. Scope of Work

### 5.1. Introduction

The scope of work involves provision of MPLS VPN network with QoS/CoS as subscribed for the mentioned locations.

#### 5.1.1. Last Mile

##### 1. Data Center and DR Site

- a) The last mile to be provided at DC and DR should be on FIBER with redundancy.
- b) The primary and backup should be extended from two different PoPs and the backup link should be from different service provider connecting to alternate PoP of the bidder.
- c) The primary and backup should be in active/passive mode and switching in case of failure of any link should be automatic (without manual intervention).
- d) The bidder to note that, the IP MPLS VPN links provided by them does not share Sify network / infrastructure, including last mile.

##### 2. Other Locations

The last mile at all the locations including NNI integration links at DC and DR should be on **WIRED MEDIA** only. **The list of locations given in Annexure – XVII.**

3. In case of last mile on wired media (fiber/copper), no aerial pulling of cable is permissible from bidders PoP to the location of the Bank. Only terrestrial digged fiber is to be laid end-to-end.
4. The last mile at all locations should be scalable to support higher bandwidth during the period of contract.
5. The hand-off at all locations should be on Ethernet which should be compatible to be terminated directly on SD-WAN CPE equipment.
6. Selected bidder should provide connectivity with minimum number of “hops” for all links.
7. The service provider should run industry standard QoS/CoS and Traffic Engineering services in the MPLS backbone and the service provider should configure QoS/CoS as per Bank's requirement in their network.

The connectivity should be capable of providing end to end Quality of Service (QoS) for critical applications, video conferencing, VoIP and other noncritical applications. The details of applications will be provided to shortlisted vendor.

8. All the POPs from where the MPLS bandwidth is provided to Bank should have redundancy of equipments, links, power, backhaul connectivity etc.
9. The link of bidder should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does not run both customer MPLS VPN traffic and Internet traffic. The MPLS-VPN network offered to the Bank should not carry any internet routes. The bidder has to provide network topology showing how internet traffic is segregated from proposed MPLS cloud.
10. The service provider should ensure that major security features against attacks as mentioned below are implemented in their network:

- a) Protection against all kinds of attacks.
  - b) Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc.
11. The solution should provide end to end transparent data reachability, voice, video etc. (no filter of traffic from SP).
  12. Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts.
  13. In order to deliver more links on wire media, the bidder can avail third party network infrastructure at last mile network, which should not be of Sify. However, the ownership, SLA maintenance, data security & confidentiality of the network links have to be ensured by the bidder. The total responsibility of Liaising, commissioning, maintaining the link including all the commercials involved should be taken care by the bidder.
  14. The MPLS VPN should support any to any connectivity and should be a closed user group for Bank and should not have any physical and logical interference with other customers of the Internet route/traffic.
  15. A separate IPSEC VPN is to be created only for Bank network and in no way the VPN should be shared with other customers sharing the MPLS backbone. Bank MPLS Network must be accessible to Bank nodes only. Further, there should not be any dependency on the service provider if Bank decides to implement other VPN variants like GETVPN, DMVPN or any other such technology.

5.1.2. **Bandwidth**

1. The proposed bandwidth for SIDBI must be dedicated (1: 1) at each site and on dedicated ports.

The MPLS VPN links should be available in full duplex mode (for e.g. - On a 512 Kbps circuit, 512 Kbps sending and 512 Kbps receiving should be possible simultaneously), which must be demonstrated to SIDBI as part of acceptance.

2. The selected bidder shall provide committed bandwidth at each location and make it available continuously. Bidder should ensure that committed bandwidth subscribed by Bank is always available for use. Bank may test the load on the links on time to time. In case of bandwidth subscribed by the branch is not available at any time, the duration of non-availability of committed bandwidth will be treated as downtime of the link. LD on downtime will be enforced accordingly.

- 5.1.3. Bidders network should support access control list (ACL) Support, SNMP & v2 support Network Time Protocol Version 4 (NTPv4), Syslog, Ping, Trivial File Transfer Protocol (TFTP), Secure Shell version 2 (SSHv2) and Internet Protocol version 6 (IPv6) support.

- 5.1.4. Bidder has to replace/repair faulty/damaged equipment at the bidders own cost, irrespective of the reason of fault/damage within the SLA time limit, during the contract period. However, the "force majeure" clauses will apply. In any case, the bidder will have to arrange for replacement of the faulty/defective equipment at the earliest. External antennas should have proper lightning conductors, wherever necessary.

- 5.1.5. The bidders are expected to do a site survey for feasibility. They should clearly inform about the equipment that will be deployed with its physical, electrical and any other related information.

- 5.1.6. The service provider shall arrange required Right of way permission from Local Corporation / Municipalities / authorized agency for road cutting, digging and laying of fiber / copper. Bank would not pay any cost towards the same.
- 5.1.7. Bidder should do all internal cabling till CPE for successful commissioning of the required MPLS link without any additional cost to the Bank.
- 5.1.8. The MTU (maximum transmission unit) size should be 1500 bytes.
- 5.1.9. Any other equipment which are not mentioned in this RfP but are required for making the link operational on the network shall be provided and maintained (all throughout the service period) by the selected bidder at no extra cost to the Bank and shall remain their property.
- 5.1.10. All the equipments supplied by the Service Provider to provide connectivity should comply with the policies laid down by the Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice/video and data traffic from a location outside the country.
- 5.1.11. The Bidder will be solely responsible for all liaisoning, regulatory and follow up jobs with the external agencies e.g. DoT, WPC etc., for submitting applications/papers seeking all necessary approvals to meet project requirements/submission of payments etc., during project planning, execution, and tenure of contract.
- 5.1.12. In case of termination of contract for single location or all the locations, the bidder should dismantle and remove all the hardware deployed at the location, at no additional cost to the Bank.
- 5.1.13. The bidder should note that the proposed links would be configured active along with existing MPLS VPN links from existing service provider.

---

## 5.2. Network designing and Integration

---

- 5.2.1. The bank has shortlisted service provider for implementing SD-WAN based MPLS VPN at all its locations/ offices and implementation is in progress.  
As part of contract the SD-WAN service provider would be providing the required CPE along with software. The proposed links would be terminating on the CPE.
- 5.2.2. The shortlisted bidder in the current RfP has to coordinate with the banks SD-WAN service provider and the banks team for Understanding the architecture, preparing implementation plan for the new links, configuration / routing as per the banks requirements, testing, commissioning etc. The bidder would be paid onetime charges for the same and no additional cost whatsoever would be paid by the bank.

---

## 5.3. Site Preparation and Installation

---

- 5.3.1. The bidder to perform site inspection to verify the appropriateness of the sites before installation / commissioning of the network. Site preparation includes checking the availability of rack space, UPS power, earthing etc and submit detailed report.
- 5.3.2. All cabling should be neat and structured with PVC conduit / casing / flexi-pipe with proper clamping. It is the responsibility of the service provider to lay the cable till the location of the CPE in the premises and maintain.

- 5.3.3. During installation, if any damage is done to the Bank / 3rd party property during execution of work or subsequently, the bidder has to replace/make good the damaged property at its own cost and pay compensation, if any.
- 5.3.4. The service provider should take all care not to hamper the working of the locations/offices. The service provider shall take prior permission of the officials of the location/office before starting any work. The selected service provider shall ensure that all employees scheduled to work on Bank's premises are supplied with identity cards or carry authorization letter duly signed by SIDBI officials. The service provider shall abide by the security procedures laid down by the Bank.
- 5.3.5. The bank would not pay any additional cost whatsoever for aborted visits by the engineer.
- 5.3.6. "Site Survey, "Installation Certificate" and "Acceptance report for successful commissioning" must be maintained by the selected bidder for future references. The formats would be finalized in consultation with the Bank. This shall be one-time activity.

---

#### 5.4. Up-gradation / Down-gradation

---

- 5.4.1. During the period of contract, Bank may upgrade / downgrade bandwidth of any location from the initial contracted value to higher/ lower value.
- 5.4.2. The upgrade/ downgrade would be as per the contracted rate, for which Bank would place separate order. In such case, up-gradation and down-gradation of location Category / bandwidth should be effective as per schedule given in "Special Terms and Conditions".
- 5.4.3. The up-gradation of bandwidth for DC and DR implies for both the links i.e. primary and backup.
- 5.4.4. During the period of up-gradation / down-gradation, the existing link uptime should be ensured as per the contract.

---

#### 5.5. Annexing of new location

---

- 5.5.1. As and when new office is proposed to be annexed by Bank or its subsidiaries/associates OR when the bank proposes to have alternate MPLS VPN at its existing locations/offices, the bidder would be advised to carry out site-survey and submit feasibility report. Based on the feasibility report and availability of permission, the bank would place order as per the contracted rate for providing the link.
- 5.5.2. The banks first preference last mile would be wired media and in case the same is not feasible, the bank would consider wireless media subject to the bidder satisfying the clause 5.5.5 below.
- 5.5.3. The service provider is required to deliver, install and terminate the link on the bank provided CPE. Once, the CPE is configured, the bidder to test the reachability of the location to DC/DR and other locations of the bank.
- 5.5.4. Service provider is required to implement and commission the link as per schedule given in "Special Terms and Conditions."
- 5.5.5. In case last mile on **WIRELESS** last mile:
  - 1. The maximum height of pole should not be **MORE THAN 6M** above the roof top, which will be at the bidder's cost.
  - 2. In case height of Pole length beyond 6 Mtr, the service provider should negotiate with the landlord and obtain necessary permissions. Any



commercial impact for the activity should be borne by the service provider. The responsibility of SIDBI in this case would be limited to facilitate the discussions with the landlord.

3. The frequency should be restricted / licensed frequency band / secured to prevent intrusion / data loss / spoofing / sniffing and protection against interference from other wireless devices. The bidder has to ensure that no other Radio equipment causes interference and should not be able to trap the wireless signals used for Banks network.
4. The bidder should ensure that the BTS/Repeater towers are very close to the bank location and should have clear line of sight. There should not be any signal loss
5. Bidder should ensure all required wireless certificates or licenses from competent and government authority should be available before deploying such solutions in project. Any issues related to wireless licenses to be taken care by the bidder. External antennas should have proper lightening conductors. All clearances including WPC clearance, wherever required, in respect to the pole/antenna from any Government/Local/Statutory bodies etc. like Municipal Corporations, Airport authorities etc are the responsibility of the bidder.

---

#### 5.6. Shifting of Locations

---

5.6.1. Bank at any time during the period of contract due to business requirements may shift the:

1. Premises of any of its locations.
2. Co-locate DC and DR to third party service provider's locations or alternate location of the Bank.

#### 5.6.2. Shifting of Premises (other than DC and DR)

1. The service provider would be intimated to carry out site-survey at the new location for feasibility. The Bidder has to submit feasibility report as per schedule given in "Special Terms and Conditions". On receipt of feasibility report and subject to availability of permission from landlord, Bank shall place order with service provider as per the contracted rate and Terms and conditions for shifting of link.
2. The service provider has to provision and configure the link at the new location as per delivery schedules mentioned in Special Terms and Conditions.
3. The service provider shall de-commission the old link and remove all the equipment from the premises on the day of shifting to new premises. Non-removal of equipment from old premises would attract LD.
4. In case the service provider is not feasible at the new location, Bank will terminate the contract for the link by issuing ONE month notice

#### 5.6.3. Shifting of DC and / or DR

1. The service provider on receipt of notice/order (as per contracted rate) for co-location has to implement parallel connectivity (link) and test the connectivity at the collocated datacenter without disturbing the existing setup. The delivery schedules are as mentioned in Special terms and conditions.

5.6.4. The support for the links and PM etc. should be from new locations.

- 5.6.5. The shifting should be carried out as per schedule given in “Special Terms and Conditions”.
- 5.6.6. No additional cost whatsoever would be paid to the bidder, other than what is contracted towards shifting charges.

---

**5.7. Preventive maintenance**

---

- 5.7.1. The service provider has to carry out periodic preventive maintenance including inspection, testing, satisfactory execution of all diagnostics, earthing testing, updation / up-gradation of patches / firmware etc, in addition to normal maintenance required.
- 5.7.2. The preventive maintenance at the locations should be carried out at least once in half year.
- 5.7.3. The service provider has to prepare PM schedule and intimate the Bank. The onsite resource deployed by the bidder at the Bank has to coordinate with the field engineers during PM.
- 5.7.4. On completion of PM, the service provider has to submit the report.

---

**5.8. Audit Observations and Compliance**

---

- 5.8.1. Bank is subjected to various audits [internal / statutory / RBI /ISO etc.]. The selected service provider must take same into consideration while delivering the desired services. Further in the event of any observation by any of the audits regarding security, the same will be intimated to the bidder. The bidder will be required to undertake compliance of the same in consultation with the Bank.
- 5.8.2. It shall be the responsibility of the Bidder to configure the solution as per the requirement of the Bank / Industry best practices, fixing security vulnerabilities, mitigation of various audit points, VAPT points and taking prompt action on the advisories shared by the Bank at any point of time during the validity of the contract period.
- 5.8.3. In case of any additional information pertaining to the security of the network is required by the auditor, the bidder would be intimated to provide the necessary information. The bidder has to provide the information within the time period communicated by the bank.
- 5.8.4. No additional cost whatsoever would be paid by the Bank.

---

**5.9. Review meetings**

---

**5.9.1. During Implementation**

The bank would setup a Project Monitoring Committee, which would meet on weekly basis to review the progress of project till acceptance of links at all locations is completed. The bidder to assign project manager and technical manager for the said project, with whom the bank would be discussing on designing, implementation, commissioning and acceptance.

**5.9.2. Monthly Review**

- a) Monthly during first week of every month, throughout the period of contract.
- b) Minutes to be submitted within 5 working days
- c) Discuss on the performance of the links.



### 5.9.3. Annual Review

The Bank will also carry out annual review of the contract to ascertain the financial stability of the bidder, addition of new customers etc. in addition to the performance and service reliability. The bidder is required to submit the audited balance sheet, details of customers added during the year etc. It would be the responsibility of the bidder to take necessary approvals from its customers before submitting the details.

5.9.4. All review meetings will be held with SIDBI team. Currently, team is located at SIDBI, Chennai. However, Bank may during the period of contract may relocate SIDBI team to any other location in India.

5.9.5. No additional cost whatsoever would be paid by Bank to the service provider for attending the review meetings.

### 5.10. Responsibility of Bank

5.10.1. Provide CPE at all the locations for termination of links.

5.10.2. Make available site for installation with UPS power, rack space, earthing, internal cabling (fiber / UTP) from MUX to CPE and patch chords/panels (fiber, UTP).

5.10.3. Provide details of contact person at the location/office who would be coordinating with the service provider during installation/PM/troubleshooting etc.

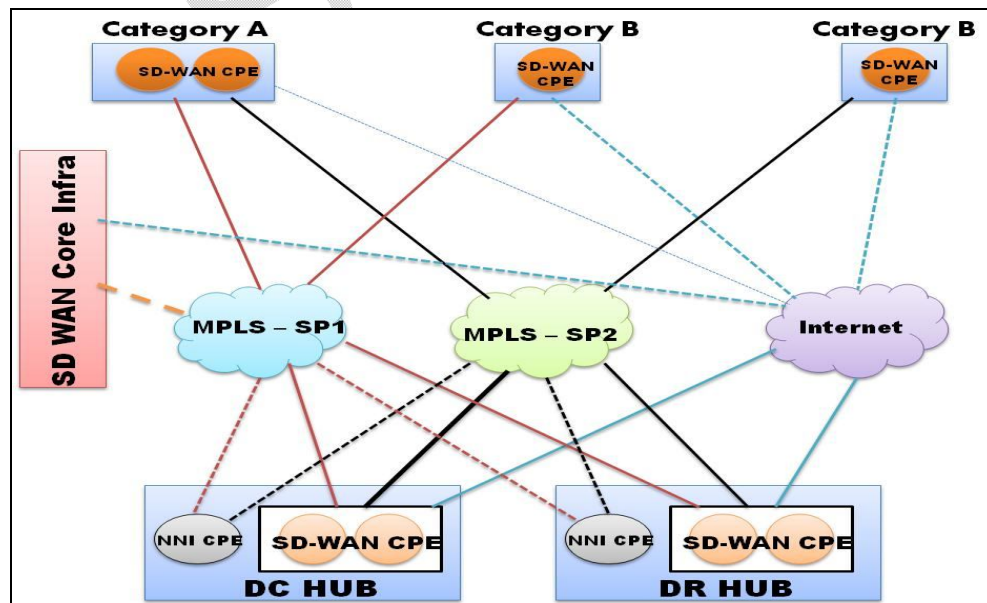
5.10.4. Providing downtime for installation / preventive maintenance of equipment. The vendor should communicate at least one week in advance, the proposed date for preventive maintenance etc., based on which downtime would be obtained from the locations/offices.

5.10.5. Provide access to DC, DR and locations after complying with security requirements of the location.

5.10.6. Provide cross connects from bidders MUX to the collocated space of the bank.

### 5.11. Architecture Diagram

5.11.1. The indicative architecture diagram would be:



5.11.2. The shortlisted bidder would be MPLS-SP2. NNI CPE will be provided by the bank.

## 6. Minimum Eligibility Criteria

### 6.1. Minimum Eligibility Criteria for First Service Provider

The bidder participating for IP MPLS VPN connectivity should satisfy the following minimum eligibility criteria:

| S.N. | Criteria   | Proof to be Submitted   |
|------|--|---|
| 1    | The bidder should be a Company Registered under Company act and should be in business for at least FIVE (5) years as on March 31, 2018.  | Copy of registration certificate to be submitted.   |
| 2    | The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide and operate MPLS-VPN connectivity to customers  | Attested copy of the appropriate certificate / license to be submitted.   |
| 3    | The Bidder should have at least five years' experience in supplying, installing, commissioning and maintenance of MPLS VPN in scheduled commercial bank or financial institution.                          | a) Copies of the purchase order issued by the institutions OR<br>b) A certificate/ letter from the Bank/ Financial Institutions.  |
| 4    | The bidder must possess following certification:<br>a) TL 9000 and<br>b) ISO 27001   | Copies of the certificate to be provided along with self-attestation by the authorized signatory with company seal.   |
| 5    | The Bidder should have delivered MPLS VPN connectivity at least to 50 sites across India, out of which at least 25 sites should be of single customer during last FIVE years from the date of current RfP. | a) Certification / Undertaking on company's letter head with details of customers to be submitted.<br>b) <b><u>The details of customer should include:</u></b><br>Name of the company, Order No. and date, No. of locations, no of links, Period of contract, contact details of customer (Name, mailed and/or phone no.)   |
| 6    | The Service Provider should have underground OFC laid across the country:<br>a) Of its OWN OR<br>b) Have the same on lease and the lease not expiring during the period of service sought for by the bank. | a) Certification / Undertaking on company's letter head from the bidder signed by the authorized signatory with company seal.<br>b) Certification / Undertaking on company's letter head from the bidder with details duly signed by authorized signatory with Company seal indicating availability of lease for the period of <u>6 years</u> from the date of RfP. |
| 7    | The bidder should be able to provide pre-defined Traffic transport QoS Parameters which provide throughput, latency, packet loss, jitter commitments and application traffic prioritization.               | Certification / Undertaking on company's letter head from the bidder duly signed by authorized signatory with Company seal.   |

| S.N. | Criteria   | Proof to be Submitted   |
|------|--|---|
| 8    | All the POPs from where the MPLS bandwidth shall be provided should have redundancy of equipments, links, power, backhaul connectivity etc.  | Certification / Undertaking on company's letter head from the bidder signed by the authorized signatory with company seal.  |
| 9    | The bidder should have dual stack (IPv4 and IPv6) network deployed.  | Certification / Undertaking on letter head from the bidder with details duly signed by authorized signatory with Company seal.  |
| 14   | The bidder should have a minimum average annual turnover of at least Rs.100 Crore over the last three (3) years i.e. FY 2016, 2017 and 2018.   | Supporting the fact the bidder should furnish Audited annual reports for FY 2015-16, FY2016-17 & FY2017-18.   |
| 15   | The bidder should have positive Networth during last two FYs (2016-17 and 2017-18).  |   |
| 16   | The bidder should have cash profit (i.e., no cash loss) in 2 years out of last 3 years (FY 2016, 2017, 2018).  |   |
| 17   | The bidder should have their own Network Operating Center (NOC) existence in India for at least three years, with a centralized call logging facility to provide 24X7X365 customer support.<br><br>The NOC should be managed by certified network engineers. | <p>a) Certification / Undertaking on company's letter head from the bidder duly signed by authorized signatory with Company seal.</p> <p>b) The certificate / undertaking should also indicate the location of the NOC, address along with PIN code.</p> <p>c) Further, the bidder needs to certify that, they have certified network engineers working in the NOC for 24X7 monitoring.</p> |
| 18   | Bidder should have OWN/franchise service support centers in all the Bank office locations for providing on-site support for IP MPLS VPN connectivity.  | The list of support centers containing Office Address, Telephone nos., etc. shall be submitted as per <a href="#">Annexure - XII</a> .  |
| 19   | The bidder should have a clear Disaster Recovery and Business Continuity Plan in place for support services  | Complete details of DR/BCP plan to be submitted, duly signed by authorized signatory with Company seal.   |
| 20   | The bidder company should not be owned or controlled by any Director, employee (or relatives) of SIDBI.  | Self-declaration to this effect on company's letter head signed by company's authorized signatory with Company seal.  |
| 21   | The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies as on the last date of tender submission.   | Self-declaration to this effect on company's letter head signed by company's authorized signatory as per <a href="#">Annexure-VI</a> .  |

**6.2. Note**

- 6.2.1. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criterion mentioned above is mandatory.
- 6.2.2. Only those who fulfill all the eligibility criteria will qualify for further evaluation.

- 6.2.3. Photocopies of relevant documents / certificates duly attested by authorized signatory and company seal affixed should be submitted as proof in support of the claims made.
- 6.2.4. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- 6.2.5. Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done. ***In case bidder is having NDA with the customer's necessary approvals to be taken from them and details to be submitted.***

\*\*\*\*\*

SIDBI

## 7. Information to Bidders

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

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

### 7.1. Pre-bid Meeting

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

| 400/2019/1416/BYO/ITV Dated December 17, 2018 |  |   |   |
|---|--|---|---|
| S.N.  | RFP Document Reference(s). (Section & Page Number) | Clause (in brief) of RFP requiring clarification(s) | Brief details/ Query in reference to the clause |
| 1   |  |   |   |
| 2   |  |   |   |

### 7.2. Amendment to the bidding document

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

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

---

**7.3. Language of Bid**

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

---

**7.4. Documents Comprising the Bid**

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

---

**7.5. Bid Currency**

Bids should be quoted in Indian Rupee only.

---

**7.6. Tender Form Cost**

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

---

**7.7. Earnest Money Deposit (EMD)**

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

7.7.2. EMD should be in the form of:

- a) Demand Draft / Banker’s Cheque in favour of “Small Industries Development Bank of India” payable at Mumbai **OR**
- b) Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 8 months from the **tender issue date** and strictly in the format as prescribed in **Annexure -VIII**.

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

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

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

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

7.7.6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and submission of Performance Bank Guarantee by the bidder.

7.7.7. In case the process for shortlisting /acceptance of solution is delayed due any reasons beyond the bank’s purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the solution is accepted by the bank.

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



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

---

#### 7.8. Period of Validity of Bids

---

- 7.8.1. Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in “**Critical Information**” Section from date of closure of this RfP.
- 7.8.2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- 7.8.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

---

#### 7.9. Deadline for submission of Bids

---

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

---

#### 7.10. Late Bids

---

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

---

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

---

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

### 7.12. Conditional Bids

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

### 7.13. Contacting the Bank

- 7.13.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 7.13.2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

### 7.14. Pre-Contract Integrity Pact

- 7.14.1. Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Public Sector Banks.
- 7.14.2. Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification. The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.
- 7.14.3. The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-IX** on **non-judicial stamp paper of requisite value** (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility bid.

### 7.15. Documents to be submitted

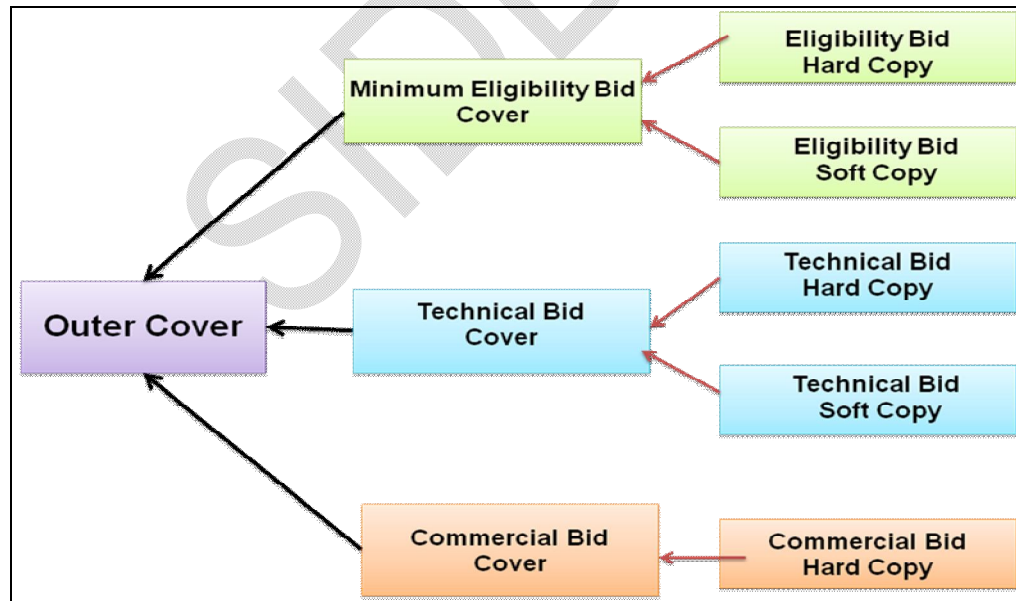
- 7.15.1. Bidders are required to submit their responses non-window sealed envelopes as detailed below:

| S.N                                | Bid Contents  | Annexure       |
|------------------------------------|---|----------------|
| <b>A.</b>                          | <b>Envelop 1- MINIMUM ELIGIBILITY BID</b>   |                |
| <b>1</b>                           | <b>No. of Copies : <i>One Hard Copy and one Soft Copy</i></b>   |                |
| <b>2</b>                           | <b>Cover Label: <i>“Minimum Eligibility - RfP for IP MPLS VPN Connectivity- Tender No. 400/2019/1416/BYO/ITV dated December 17, 2018”</i></b> |                |
| <b>3</b>                           | <b>Cover Contents:</b>  |                |
|                                    | (i) DD/ Pay Order / BG towards EMD.   | Annexure -VIII |
|                                    | (ii) DD/ Pay Order towards cost of tender form.   |                |
|                                    | (iii) Bid forwarding letter   | Annexure -I    |
|                                    | (iv) Minimum eligibility criteria   | Annexure -II   |
|                                    | (v) Power of Attorney for authorized signatory  | Annexure -V    |
|                                    | (vi) Non-Blacklisting   | Annexure -VI   |
|                                    | (vii) Bank Mandate Form   | Annexure -VII  |
| (viii) Pre-contract Integrity Pact | Annexure -IX  |                |



| S.N       | Bid Contents   | Annexure       |
|-----------|--|----------------|
| <b>B.</b> | <b>Envelop 2 - TECHNICAL BID</b>   |                |
| 1         | <b>No. of Copies: <i>One Hard Copy and one Soft Copy</i></b>   |                |
| 2         | <b>Cover Label: “<i>Technical Bid – RfP for IP MPLS VPN Connectivity - Tender No. 400/2019/1416/BYO/ITV dated December 17, 2018</i>”</b> |                |
|           | <b>Cover Contents:</b>   |                |
|           | (i) Technical Bid with all relevant Annexures and proof.   | Annexure - III |
| 3         | (ii) Undertaking letter for GST Law  | Annexure -X    |
|           | (iii) Masked Commercial Bid  | Annexure -IV   |
|           | (iv) Statement of deviation  | Annexure -X    |
| <b>C.</b> | <b>Envelop 3- COMMERCIAL BID</b>   |                |
| 1         | <b>No. of Copies: <i>One Hard Copy</i></b>   |                |
| 2         | <b>Cover Label: “<i>Commercial Bid - RfP for IP MPLS VPN Connectivity– Tender No. 400/2019/1416/BYO/ITV dated December 17, 2018</i>”</b> |                |
| 3         | <b>Cover Contents:</b>   |                |
|           | (i.) Commercial Bid  | Annexure –IV   |

7.15.2. All the three individual sealed envelopes should be kept in one large envelop (outer cover) and superscribed “**RfP for procurement of IP MPLS at all locations of the Bank**”.



### 7.16. Sealing and Marking

7.16.1. The Bid shall be typed; all pages numbered and shall be signed by the Bidder **representative on whose favour Power of Attorney** is issued to bind the Bidder to the Contract.

7.16.2. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.

- 7.16.3. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 7.16.4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 7.16.5. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 7.16.6. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Minimum Eligibility / Technical Bid covers will make bid liable for rejection.
- 7.16.7. Each of the envelope(s) shall be addressed to the Bank at the address given below:

The Deputy General Manager (Systems)  
Small Industries Development Bank of India  
MSME Development Center, 3rd Floor,  
Information Technology Vertical [ITV],  
Plot No.C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (East),  
**Mumbai 400 051**

---

#### 7.17. Hosting of RfP

---

- 7.17.1. The RfP is hosted on SIDBI website [www.sidbi.in](http://www.sidbi.in) and also on Central Public Procurement Portal (CPPP) [eprocure.gov.in](http://eprocure.gov.in).
- 7.17.2. SIDBI reserves the right to change the dates mentioned above.
- 7.17.3. All changes and clarification, if any, related to RfP will be posted on [www.sidbi.in](http://www.sidbi.in) and [eprocure.gov.in](http://eprocure.gov.in) only.
- 7.17.4. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

---

#### 7.18. Erasures or Alterations

---

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "complied", "as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

---

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

---

- 7.19.1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- 7.19.2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

- 7.19.3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- 7.19.4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
- 7.19.5. The bidder to note that, in the current RfP splitting of order is not applicable.

\*\*\*\*\*

SIDBI

## **8. Evaluation Methodology**

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

- 8.1.1. On the scheduled date and time (refer Critical Information Section), bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- 8.1.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
- 8.1.3. The Bidder name and presence or absence of requisite EMD and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of opening of eligibility and technical bid. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 8.1.4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

### **8.2. Preliminary Examinations**

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

---

### 8.3. Clarification of bids

---

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

---

### 8.4. Technical Evaluation

---

- 8.4.1. Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 8.4.2. 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, bidder's presentation, verify functionalities / response times, POC etc. However, SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration / POC/ Presentation.
- 8.4.3. 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.
- 8.4.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
- 8.4.5. **Normalization**
  1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and/or commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following two manners:
    - a) Incremental bid submission in part of the requested clarification by the Bank.
    - b) Revised submissions of the entire bid in the whole (either technical or commercial or both).
  2. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted

bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process

---

**8.5. Commercial Evaluation**

---

- 8.5.1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
- 8.5.2. The date for opening of commercial bids will be separately advised. The bidders are required to depute their representative for the same.
- 8.5.3. The bank would shortlist the service provider whose commercial bid is the lowest (L1)

---

**8.6. Arithmetic errors correction**

---

- 8.6.1. Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
  - 1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure.
  - 2. If the unit price is quoted by the bidder 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
- 8.6.2. By submitting the proposal, the bidder agrees for arithmetic corrections as specified in the RfP during commercial evaluation.

---

**8.7. Award and Signing of Contract**

---

- 8.7.1. Initially Bank will issue Lol / Purchase order to the successful bidder(s). The selected bidder has to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance along with NDA.
- 8.7.2. The successful bidder(s) shall be required to enter into a contract/SLA with the Bank, within 30 days of the award of the Lol / Purchase order.

\*\*\*\*\*

## 9. Service Level Agreement

### 9.1. SLA

| S. N | Parameter  | Specification   |
|------|--|---|
| 1    | Working Days   | Six days a week (Monday to Saturday)  |
| 2    | Month  | Calendar month  |
| 3    | SLA Measurement Period   | Monthly   |
| 4    | <b>Working Hours</b>   |   |
|      | Category A   | 9am to 9pm (12 hours)   |
|      | Category B   | 24X7  |
|      | Total <b>working hours</b> will be calculated as under:<br>(a) <b>Category 'A' locations:</b> total number of working days in respective month X 12<br>(b) <b>Category 'B' locations:</b> total number of days in respective month X 24  |   |
| 4    | <b>Uptime Calculation</b><br>[(Total no of Working Hours in month – downtime hours in month) / total number of Working Hours in month] X100  |   |
| 6    | <b>MPLS VPN Availability / uptime.</b>   |   |
|      | MPLS VPN link uptime   | 99.5%   |
| 7    | <b>Mean Time to Respond</b>  |   |
|      |  | 15 Min  |
| 9    | <b>Link Level Latency (between two Site)</b>   |   |
|      |  | <100ms  |
| 10   | <b>Jitter</b>  |   |
|      |  | <10ms measured for a minimum of 1000 packets  |
| 11   | <b>Packet loss</b>   |   |
|      |  | Average end to end packet loss should not be more than 1 in 1,000 measured for a minimum of 1000 packets. |
| 12   | <b>Helpdesk facility</b>   |   |
|      | <ul style="list-style-type: none"> <li>• 24X7</li> <li>• Phone, Mail, Portal</li> </ul>  |   |
| 13   | <b>Monitoring</b>  |   |
|      | Proactive  |   |
| 14   | <b>Reporting</b>   |   |
|      | <ul style="list-style-type: none"> <li>• All reports to monitor SLA parameters.</li> <li>• Root Cause Analysis (RCA) for all performance and availability problems that occur. Formal RCA to be delivered within 7 days of the problem occurrence, including: <ul style="list-style-type: none"> <li>✓ Explaining the root cause of issue</li> <li>✓ Action taken to prevent re-occurrence, with project plan and timing for each milestone of the correction effort.</li> </ul> </li> </ul> |   |

---

**9.2. Exclusions**

---

- 9.2.1. Scheduled downtime mutually agreed, to be excluded from calculation of uptime.
- 9.2.2. Downtime due to force majeure. Cable cut due to road widening or any development/restructuring will **NOT** be considered as force majeure.
- 9.2.3. Downtime due to power failure and power conditioning, UPS failure etc at site.
- 9.2.4. Downtime due to any device/appliance not managed by the bidder.
- 9.2.5. Any downtime, other than mentioned in item as above will be excluded for calculation of uptime, if mutually agreed in writing by the bidder and SIDBI.

\*\*\*\*\*

SIDBI



## 10. Special Terms and Conditions

### 10.1. Contract Term

- 10.1.1. The term of contract would be **FIVE years** starting from the date of acceptance of service at DataCenter. The contract may be extended for additional period of 1 year or part thereof in single or multiple instance(s).
- 10.1.2. The acceptance of other locations would be carried out only after implementation and acceptance of the solution at DC and DR.

### 10.2. Price

- 10.2.1. Prices quoted by the bidders should include GST, duties, levies, transportation costs, back to back support with OEM during warranty, insurance costs, implementation, monitoring, training etc., till the bid validity period.
- 10.2.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 10.2.3. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods at site including incidental services and commissioning.
- 10.2.4. While any increase in the rates of applicable taxes or impact of new taxes imposed by Gol, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
- 10.2.5. No other cost whatsoever will be paid by SIDBI.
- 10.2.6. In case of requirement of intermediate bandwidth the formulae adopted would be as follows:
- a) Rate per Mb for intermediate service (**M**) = (Rate of higher service – Rate of Lower service) / (Higher service – Lower service)
- b) Rate for intermediate service = (Rate of Lower Service) + (**M x N**)
- c) **Where:**
- 'N' is an integer value = (Intermediate service capacity – Lower service capacity)
  - Service implies bandwidth

**Illustration: Finding cost of 3Mbps bandwidth.**

Let: 2Mbps bandwidth cost = Rs. 50,000/-

4Mbps bandwidth cost = Rs. 80,000/-

Rate per Mb of bandwidth (M) =  $(80000 - 50000) / (4 - 2)$   
=  $30,000/2$  = Rs. 15,000/-

Rate for 3Mbps bandwidth =  $50,000 + (15,000 \times (3-2))$   
=  $50,000+15,000$ =**Rs. 65,000/-**

---

### 10.3. Terms of Payment

---

- 10.3.1. The Service Provider will be paid in quarterly equal installments (including resource cost) after the end of the quarter. The quarter will mean calendar quarter(s). However, for the first quarter, the payment shall be from the date of commissioning of location to the end of that quarter.
- 10.3.2. Payment for subsequent quarters will be made only after payment of previous quarters.
- 10.3.3. **Payment of first installment will be released only after submission of Performance Bank Guarantee.** In case of delay in commencing services, payment will be made on pro-rata basis for the services delivered after deducting applicable LD, if any.
- 10.3.4. Payment of any quarter will be made after deducting TDS/other taxes and applicable LD, if any, pertaining to the previous quarter. The LD of any quarter will be deducted in subsequent quarter and for the last quarter of the contract, LD would be deducted prior to release of final payment.
- 10.3.5. In case of LD to be charged to bidder, bank will intimate the amount of LD and bidder has to raise credit note/invoice. The amount payable would be net of debit and credit note / invoice.
- 10.3.6. **Shifting of Premises:** Payment towards shifting of connectivity during shifting of premises will be made only after operational at the new location, acceptance by the Bank and submission of invoice along with commissioning report.
- 10.3.7. **Payment in case of Termination of contract** – In case the contract is terminated (for single or all locations) payment will be made on pro rata basis for the period services have been delivered, after deducting applicable LD, TDS and adjusting other pending charges, if any.
- 10.3.8. **One time charges** – will be paid after completion of implementation at all the locations.
- 10.3.9. All payments will be released within FOUR (4) weeks of receiving the undisputed invoice along with credit note/invoice, if applicable.
- 10.3.10. On receipt of payment advice from bank, bidder has to acknowledge the same and submit payment receipt / confirmation.
- 10.3.11. All the payments will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure –IX**) along with cancelled cheque in original with Minimum Eligibility bid.
- 10.3.12. Bidder will be required to furnish the applicable documentary proof as specified above while claiming the appropriate payment.
- 10.3.13. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. No interest would be paid by the bank.
- 10.3.14. All Payments will be made to the Bidder in Indian Rupee only.
- 10.3.15. *The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accept.*

#### 10.4. Delivery and Installation Schedule

- 10.4.1. The Bidder should deliver and commission the services within **SIX WEEKS FROM THE DATE OF PURCHASE ORDER / LOI**. The timelines for annexing of any new location during the period of contract would be same.
- 10.4.2. The Bank will consider the inability of the Bidder to deliver or install the services within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- 10.4.3. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Liquidity Damages Section of this RfP.
- 10.4.4. In case of shifting the vendor should provide feasibility report for the location within **TWO WEEKS** from the date of receipt of communication. The links should be shifted within **FOUR WEEKS** from the date of receipt of Purchase order for shifting.

#### 10.5. Liquidity Damages

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

| S.N. | Liquidity Damage  |
|------|---|
| 1    | <b>Delay in Implementation and Commissioning of the services.</b>   |
|      | a) 1% of the order value (five years cost towards link) for the location for every week's delay subject to maximum of 10% of the order value (five years cost) for the location.  |
|      | b) In case delay exceeds 10 weeks bank has right to cancel the complete order.<br>c) The penalty terms would be same for any new location the bank propose to be annexed during the period of contract.   |
| 2    | <b>Delay in providing feasibility report / shifting of link</b><br>1% of the order value (five years cost towards link) for the location for every week's delay subject to maximum of 10% of the order value (five years cost) for the location.<br>However, no LD would be charged in case the delay is from the banks location. |
| 3    | <b>MPLS Link – Shortfall in achieving uptime.</b>   |
|      | a) 1% of monthly link charges for every 0.1% or part thereof shortfall in uptime, subject to a maximum of 10% of the quarterly charges towards the service for the location.<br>b) In case aggregation link is down, LD as specified above would be calculated for all the locations, including aggregation points.               |
| 4    | <b>Up-gradation / Down-gradation of Bandwidth</b>   |
|      | 1. <b>Up-gradation</b><br>a) The bidder should upgrade the bandwidth for the location within <b>FOUR WEEKS</b> from the date of purchase order.   |

| S.N.     | Liquidity Damage   |
|----------|--|
|          | <p>b) In the event of non up-gradation of bandwidth, bank shall impose LD @1% of the up-gradation order cost for every week or part thereof delay, subject to a maximum of 10% of the up-gradation cost of the service.</p> <p>2. <b>Down-gradation</b></p> <p>a) The bidder should downgrade the bandwidth for the location within <b>TWO WEEKS</b> from the date of intimation.</p> <p>b) In the event of non down-gradation, Bank shall release payments on the downgraded capacity only after scheduled downgraded period.</p> |
| <b>5</b> | <p><b>Packet Loss/drop</b></p> <p>In case packet loss/drop is greater than the committed parameter (refer SLA) for more than 30minutes for the location, Bank shall impose LD at the rate of 0.5% of monthly link charges for every hour or part thereof.</p>  |
| <b>6</b> | <p><b>Latency</b></p> <p>If latency is more than 100ms continuously for more than 30 minutes, 0.5% of monthly link charges for every hour or part thereof (excluding the first 30 minutes).</p> <p>Latency will be measured between Bank's location and Data Centre / DR Site. The monthly latency report shall be provided by the bidder on an average basis for each individual site.</p>  |
| <b>7</b> | <p><b>Jitter</b></p> <p>If jitter is more than 10ms continuously for more than 30 minutes, 0.5% of monthly link charges for every hour or part thereof (excluding the first 30 minutes).</p>   |

Say if Jitter of link is more than 30 ms for 2 hrs in a calendar month then penalty calculation would be as under:  

$$\{(120 \text{ min} - 30 \text{ min}) / 60 \text{ min}\} * 0.5\% \text{ of monthly rental}$$

10.5.2. In case service provider fails to achieve compliance level of services successively in two months in a quarter or any three months in a financial year, SIDBI will reserve the right to re-look at the contract and redefine Service level agreement and LD clauses to safeguard its interest. However, the change in SLA and penalties would be as per mutual agreement of both the parties i.e. Bank and Service provider.

10.5.3. Levy of LD is without prejudice to other rights and remedies available under this agreement.

## 10.6. Termination

10.6.1. The various clause for termination are as under:

| S.N.     | Details for Termination   |
|----------|---|
| <b>1</b> | <p><b>Termination for non-performance (not meeting SLA)</b></p> <p>Bank may, without prejudice to any other remedy for breach of contract, by giving written notice of <b>30 days</b> to the bidder, terminate the contract in whole or part (single link/location and/or contract):</p> <p>a) If the bidder fails to deliver any or all of the services within the period(s)</p> |

| S.N.     | Details for Termination   |
|----------|---|
|          | <p>specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract OR</p> <p>b) The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice OR</p> <p>c) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.</p> <p>d) The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>The bank's decision in this regard will be final. Bank will not bear any compensation for these exits as they are due to non-performance of service provider.</p> |
|          | <b>Termination for insolvency</b>   |
| <b>2</b> | Bank may at any time terminate the Contract by giving written notice of <b>30 days</b> to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.   |
|          | <b>Termination for the convenience of bank</b>  |
| <b>3</b> | The bank may, at any point during the currency of this contract may terminate the contract by giving <b>30 days</b> advance notice to the bidders without assigning whatsoever reason. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.   |
|          | <b>Termination due to Operational Requirement by the Bank</b>   |
| <b>4</b> | <p>a) During the period of contract Bank may terminate connectivity for single location/ multiple locations / entire contract due to operational requirements (closure, merger etc.) by giving <b>30 days'</b> notice.</p> <p>b) <b>Shifting of Premises:</b> In case bidder connectivity is non-feasible at alternate location during shifting of premises (bank location / DC / DR), Bank would surrender the respective link by giving <b>30 days'</b> notice.</p>   |

10.6.2. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

10.6.3. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the

obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

- 10.6.4. In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- 10.6.5. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 10.6.6. BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the Bank guarantee under this contract
- 10.6.7. The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.
- 10.6.8. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.
- 10.6.9. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
- 10.6.10. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

---

#### 10.7. **Extension of Contract**

---

The bank reserves the right to extend the contract for additional **period of 1 year or part thereof** in single or multiple instance(s) beyond the contractual period of five years under the same terms and conditions.

---

#### 10.8. **Re-Negotiation**

---

The Bank will reserve a right to re-negotiate the price and terms of the entire contract during the end of third year with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality. The revised price and terms will be applicable from fourth year till the end of contract, including extension period, if any.



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

### **11.1. Definitions**

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

- 11.1.1. "The Bank", "SIDBI", "Purchaser", "Buyer" means Small Industries Development Bank of India (SIDBI);
- 11.1.2. "B/bidder", "Vendor", "VENDOR", "Supplier", "Service Provider", "Seller" means the respondent to the RFP document.
- 11.1.3. "RFP", "Tender", "RfP", "Bid document" means the 'Request for Proposal document.
- 11.1.4. "Bid" may be referred to as 'Offer'.
- 11.1.5. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / MSME Development Centre / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 11.1.6. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 11.1.7. "The Goods" means all of the equipment, machinery, software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 11.1.8. "The Services" means connectivity, configuration changes, management, monitoring, Preventive maintenance, installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 11.1.9. "The Project Site" means DC, Mumbai, DR Site – Chennai and all other locations of Small Industries Development Bank of India.
- 11.1.10. "Agreement" means the contract signed between the bank and the Selected service provider and all the attached documents. The "Agreement" includes the RFP, subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
- 11.1.11. "The order/PO/Purchase order" means the purchase order issued in favour of the selected bidder.

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

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

### 11.3. Subcontracts

- 11.3.1. As per scope of the RFP, the subcontracting is explicitly prohibited. However, if the Bidder later considers subcontracting for certain reasons, the Bidder has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. The bidder should then provide subcontracting details to the Bank and if required, Bank may evaluate the same.
- 11.3.2. In case if subcontracting is later permitted at any time, the contracting vendor is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and Bank can obtain independent audit report for the same.

### 11.4. Acceptance

- 11.4.1. The acceptance / performance test will be performed after completion of installation and commissioning of all the services at respective location. Complete hardware and Software as specified in the tender must have been supplied & installed properly by the Bidder prior to acceptance of the same.
- 11.4.2. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 11.4.3. The Installation will be deemed as incomplete if any component of the hardware / software / links are not delivered or are delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- 11.4.4. In the event of hardware /software / links failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made to the bidder by the bank along with interest.
- 11.4.5. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective hardware items.
- 11.4.6. The Bank 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
- 11.4.7. Acceptance test criteria for all the hardware items and services is given below:

| S. N | Details  |
|------|--|
| 1    | <b>Physical Delivery</b>   |
|      | The bidder has to deliver and install links mentioned in the PO at respective locations. |
| 2    | <b>Configuration/ Installation and Commissioning</b>                                     |
|      | (i) The bidder shall install, configure, commission the links in coordination            |



| S. N     | Details  |
|----------|--|
|          | <p>with the banks SD-WAN service provider, at respective locations as per the SoW mentioned in RfP.</p> <p>On completion of task, the bidder should submit Installation certificate duly signed by SIDBI officer and bidder engineer</p> |
| <b>3</b> | <b>Acceptance Certificate.</b>   |
|          | (i) After successful working of the solution for a <u>period of two(2) working days from the date of signing the installation certificate</u> , Bank will carry out acceptance testing.  |
|          | (ii) During acceptance testing bidder to demonstrate and submit report on various parameters pertaining to SLA such as BW, latency, packet loss etc. and submit details for updation of inventory  |
|          | (iii) The acceptance would be location wise and the acceptance would be from the date of installation.   |

#### 11.5. Governing language

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

#### 11.6. Applicable laws

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

#### 11.7. Compliance with all applicable laws

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

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

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

---

### 11.9. Performance security

---

- 11.9.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value (five year cost) and valid for **period of contract + six months** (invocation /claim period) from the date of acceptance of the services. The above guarantee shall be submitted by the bidder within 21 days from the acceptance of links at DC.
- 11.9.2. The Performance Security will be discharged by the Bank and returned to the bidder within 90 days after claim period, following the date of completion of the Service provider's performance and other obligation under the Contract.
- 11.9.3. In case of extension of the contract the bidder will be required to submit the Performance Bank Guarantee equivalent to 10% of the new order value for the total extension period with additional 3 months towards invocation period.

---

### 11.10. Forfeiture of performance security

---

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

---

### 11.11. Insurance

---

- 11.11.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 11.11.2. The insurance shall cover "All Risks" (fire, burglary, natural calamities such as Earth quake, floods, power fluctuations etc.) till the end of contract period. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
- 11.11.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier
- 11.11.4. Should any loss or damage occur, the Bidder shall
- Initiate and pursue claim till settlement, and
  - Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

---

### 11.12. Change / Modification in Delivery Locations

---

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

---

#### 11.13. Right to Alter Quantities

---

The bank reserves the right to:

1. Alter the requirement (increase / decrease) specified in the RfP.
2. Delete one or more items from scope of work specified in the RfP.

---

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

---

- 11.14.1. The Bank reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- 11.14.2. The Bank makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 11.14.3. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 11.14.4. This RFP document does not constitute an offer by Bank. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.

---

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

---

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

---

#### 11.16. No Employer – Employee Relationship

---

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

---

#### 11.17. Business Continuity

---

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

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

---

#### 11.18. Patent Rights

---

- 11.18.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India or abroad, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to

pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

- 11.18.2. The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

---

#### 11.19. 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:

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

---

#### 11.20. 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.

---

#### 11.21. 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.

---

#### 11.22. Non-Disclosure Agreement

---

- 11.22.1. During the contract period, the Personnel of service provider will have access to confidential information of the Bank such as IP addresses, device configuration, network architecture, etc. The service provider or its Personnel shall not disclose at any point of time to any other person/third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the service provider may use the information only for serving the Bank's interest and restrict disclosure of information solely to those employees of service provider having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of service provider under this agreement and require such employees to maintain these obligations.
- 11.22.2. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.
- 11.22.3. The shortlisted bidder shall submit a non-disclosure agreement as per **Annexure -XIX** on non-judicial stamp paper of appropriate value.
- 11.22.4. Violation of NDA will lead to legal action against the vendors for breach of trust, forfeiture of PBG and blacklisting.

---

#### 11.23. Confidentiality

---

- 11.23.1. The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the Bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Banks information after the termination of the agreement also.
- 11.23.2. The VENDOR / Bank will treat as confidential all data and information about the VENDOR /Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- 11.23.3. The selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:
- 11.23.4. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;



- 11.23.5. To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 11.23.6. To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- 11.23.7. To treat all Information as Confidential Information.
- 11.23.8. Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- 11.23.9. The successful Bidder is required to execute a Non-Disclosure Agreement (**Annexure -XIX**).

---

#### 11.24. IPR Infringement

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

---

#### 11.25. Limitation of liability

Save and except the liability under Section of ‘IPR Infringement’ and/or indemnity provision (Clause 11.25 and / or clause 11.33), in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the total contract value.

---

#### 11.26. Privacy and Security Safeguards

- 11.26.1. SIDBI has the sole ownership of and the right to use, all data that may be in possession of the Successful bidder/Service provider or its representative in the course of performing the services under the agreement/contract that may be entered into. All documents, report, information, data etc. collected and prepared by bidder in connection with the scope of work submitted to SIDBI will be property of the Bank. The bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Successful Bidder shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services".
- 11.26.2. The bidder shall not publish or disclose in any manner, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the bank (removed for repair, replaced or upgraded) are cleared of all Bank data and software. The bidder shall also



ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any Bank location.

---

#### **11.27. Rights to Visit**

---

- 11.27.1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- 11.27.2. SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.
- 11.27.3. 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.

---

#### **11.28. 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.

---

#### **11.29. 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.

---

#### **11.30. 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.

---

#### **11.31. 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.

---

#### **11.32. Conflict of interest**

---

The service provider shall disclose to the Bank in writing, all actual and potential conflicts of interest that exists, arises or may arise in the course of performing the obligation(s) as soon as it becomes aware of that conflict.

---

#### **11.33. Indemnity**

---

- 11.33.1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors,

harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
  2. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
  3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
  4. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
  5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
  8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 11.33.2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
1. Notifies the Bidder in writing; and
  2. Cooperate with the bidder in the defense and settlement of the claims.
- 11.33.3. The Bidder shall not be liable for defects or non-conformance resulting from:
1. Software, hardware, interfacing not approved by Bidder; or
  2. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
  3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
  4. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.
  5. Any loss of profits, revenue, contracts, or anticipated savings.
  6. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.
- 11.33.4. The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

11.33.5. Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

11.33.6. The selected bidder is required to furnish a separate Deed of Indemnity as per format given in Annexure - in Banks favor in this respect before or at the time of execution of the Service Level Agreement.

---

#### 11.34. GST Law

---

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

---

#### 11.35. Taxes and Duties

---

The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning. Providing clarifications / particulars / documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the vendor at his cost.

---

#### 11.36. 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".

---

#### 11.37. Non-Assignment

---

Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank

---

#### 11.38. Signing of contract

---

11.38.1. The selected bidder has to sign a contract with the Bank as per the terms and conditions of the RFP on a non-judicial stamp-paper of appropriate value. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between the Bank and the service provider for all purpose/conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA during the period of contract will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving.

11.38.2. The agreement shall include all terms and conditions, specifications of RfP and also the Bill of Material and price as agreed finally after Bid evaluation and negotiation. The agreement shall be executed in English language in one original, the Bank receiving the duly signed original and selected service provider receiving the photocopy. The contract agreement shall be valid till all the contractual obligations are fulfilled.

11.38.3. On behalf of the Bank, MSA will be signed by the Officials of the bank as per the banks delegation of powers.

---

#### 11.39. Force majeure

---

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

---

#### 11.40. Resolution of Disputes

---

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

The Deputy General Manager (Systems)  
Small Industries Development Bank of India  
MSME Development Center, 3rd Floor,  
Information Technology Vertical [ITV],  
Plot No.C-11, 'G' Block, Bandra Kurla Complex  
Bandra (East), **Mumbai 400 051**

---

**11.41. No third-party rights**

---

No provision of the RfP the agreement that may be entered into is intended to, or shall, confer any rights on a third party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.

---

**11.42. Representations and Warranties**

---

In order to induce SIDBI to enter into the Contract/Agreement, the Vendor/Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial where with all, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by SIDBI.

That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement/RfP.

That the representations made by the Vendor/ Bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the proposed Contract/Agreement and the Bid Documents and unless SIDBI in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.

That the Vendor/ Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and the proposed Contract/Agreement.

That the Vendor/Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Bid/Contract/Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

That the Vendor/ Bidder shall use such assets of SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.



That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.

That there are – (a) no legal proceedings pending or threatened against Vendor/ Bidder or its team which adversely affect/may affect performance under this Contract/Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Vendor/ Bidder or its team members by any statutory or regulatory or investigative agencies.

That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Bid/Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the bid/Contract/Agreement.

That all conditions precedent under the Bid/Contract/Agreement has been complied.

That neither the execution and delivery by the Vendor/Bidder of the Bid/Contract/Agreement nor the Vendor's/ Bidder's compliance with or performance of the terms and provisions of the Bid/Contract/Agreement

- (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder
- (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
- (iii) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.

That the Vendor/ Bidder certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Vendor/Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.

That the Vendor/ Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of SIDBI, which may directly or indirectly have a bearing on the Contract/Agreement or Service(s).

\*\*\*\*\*



## 12. Annexures

SIDBI

**12.1. Annexure – I: Bid Forwarding Letter**

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

Date:

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

Dear Sir,

**Procurement of IP MPLS VPN Links**

We, the undersigned, offer to submit our bid in response and accordance with your tender No. 400/2019/1416/BYO/ITV dated December 17, 2018. Having examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.

We understand that:

1. We agree to abide by all the terms and conditions as mentioned herein the tender document and the validity of our bid is 240 days from the RfP date.
2. We undertake to provide Services as per the above referred RFP, during the period of contract. All the annexures with technical documents duly filled in and signed are enclosed.
3. The Bank is not bound to accept the lowest or any bid received and may reject all or any bid without assigning any reason thereof.
4. If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
5. We agree that, the rates quoted by us would serve as a rate contract for future up-gradations / down-gradations of services, annexing of new locations or extending connectivity to existing locations of the bank or for its subsidiaries/associates.
6. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

We remain,

Yours sincerely,

Date  
Place

Signature of Authorized Signatory  
Name of the Authorized Signatory  
Designation  
Phone & E-mail:  
Name of the Organization  
Seal ...

**12.2. Annexure –II: Minimum Eligibility Criteria**

**12.2.1. Details of Bidder**

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

**12.2.2. EMD Details**

| A. Demand Draft Details   |                              |               |
|---------------------------|------------------------------|---------------|
| i.                        | EMD amount                   | Rs.5,50,000/- |
| ii.                       | Demand Draft No. and Date    |               |
| iii.                      | Name and address of the Bank |               |
| B. Bank Guarantee details |                              |               |
| i.                        | BG Amount                    | Rs.5,50,000/- |
| ii.                       | BG Number and Date           |               |
| iii.                      | Name and Address of Bank     |               |

12.2.3. **Financials**

Amount in Lakhs

| S.N.  | Parameter → / FY↓ | Annual Turnover | Cash Profit | Networth |
|---|-------------------|-----------------|-------------|----------|
| 1   | 2015-16           |                 |             |          |
| 2   | 2016-17           |                 |             |          |
| 3   | 2017-18           |                 |             |          |
| Audited annual reports for FY 2015-16, FY2016-17 and FY2017-18 submitted. (Yes / No). |                   |                 |             |          |

12.2.4. **Eligibility Criteria**

| S.N. | Criteria  | Proof to be Submitted  | Bidders Response |
|------|---|--|------------------|
| 1    | The bidder should be a Company Registered under Company act and should be in business for at least FIVE (5) years as on March 31, 2018.   | Copy of registration certificate to be submitted.  |                  |
| 2    | The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide and operate MPLS-VPN connectivity to customers                       | Attested copy of the appropriate certificate / license to be submitted.  |                  |
| 3    | The Bidder should have at least five years' experience in supplying, installing, commissioning and maintenance of MPLS VPN in scheduled commercial bank or financial institution. | a) Copies of the purchase order issued by the institutions OR<br>b) A certificate/ letter from the Bank/ Financial Institutions. |                  |
| 4    | The bidder must possess following certification:<br>c) TL 9000 and<br>d) ISO 27001  | Copies of the certificate to be provided along with self-attestation by the authorized signatory with company seal.              |                  |
| 5    | The Bidder should have delivered  | a) Certification /   |                  |

| S.N. | Criteria   | Proof to be Submitted   | Bidders Response |
|------|--|---|------------------|
|      | MPLS VPN connectivity at least to 50 sites across India, out of which at least 25 sites should be of single customer during last FIVE years from the date of current RfP.                                  | Undertaking on company's letter head with details of customers to be submitted.<br>b) <b><u>The details of customer should include:</u></b><br>Name of the company, Order No. and date, No. of locations, no of links, Period of contract, contact details of customer (Name, mailed and/or phone no.)  |                  |
| 6    | The Service Provider should have underground OFC laid across the country:<br>c) Of its OWN OR<br>d) Have the same on lease and the lease not expiring during the period of service sought for by the bank. | a) Certification / Undertaking on company's letter head from the bidder signed by the authorized signatory with company seal.<br>b) Certification / Undertaking on company's letter head with details duly signed by authorized signatory with Company seal indicating availability of lease for the period of <u>6 years</u> from the date of RfP. |                  |
| 7    | The bidder should be able to provide pre-defined Traffic transport QoS Parameters which provide throughput, latency, packet loss, jitter commitments and application traffic prioritization.               | Certification / Undertaking on company's letter head from the bidder duly signed by authorized signatory with Company seal.   |                  |
| 8    | All the POPs from where the MPLS bandwidth shall be provided should have redundancy of equipments, links, power, backhaul connectivity etc.  | Certification / Undertaking on company's letter head from the bidder signed by the authorized signatory with company  |                  |

| S.N. | Criteria   | Proof to be Submitted   | Bidders Response |
|------|--|---|------------------|
|      |  | seal.   |                  |
| 9    | The bidder should have dual stack (IPv4 and IPv6) network deployed.  | Certification / Undertaking on letter head from the bidder with details duly signed by authorized signatory with Company seal.  |                  |
| 14   | The bidder should have a minimum average annual turnover of at least Rs.100 Crore over the last three (3) years i.e. FY 2016, 2017 and 2018.   | Supporting the fact the bidder should furnish Audited annual reports for FY 2015-16, FY2016-17 & FY2017-18.   |                  |
| 15   | The bidder should have positive Network during last two FYs (2016-17 and 2017-18).   |   |                  |
| 16   | The bidder should have cash profit (i.e., no cash loss) in 2 years out of last 3 years (FY 2016, 2017, 2018).  |   |                  |
| 17   | The bidder should have their own Network Operating Center (NOC) existence in India for at least three years, with a centralized call logging facility to provide 24X7X365 customer support.<br><br>The NOC should be managed by certified network engineers. | <p>a) Certification / Undertaking on company's letter head from the bidder duly signed by authorized signatory with Company seal.</p> <p>b) The certificate / undertaking should also indicate the location of the NOC, address along with PIN code.</p> <p>c) Further, the bidder needs to certify that, they have certified network engineers working in the NOC for 24X7 monitoring.</p> |                  |
| 18   | Bidder should have OWN/franchise service support centers in all the Bank office locations for providing on-site support for IP MPLS VPN connectivity.  | The list of support centers containing Office Address, Telephone nos., contact person etc. shall be submitted as per <a href="#">Annexure -XVIII</a> .  |                  |
| 19   | The bidder should have a clear Disaster Recovery and Business Continuity Plan in place for support services  | Complete details of DR/BCP plan to be submitted, duly signed by authorized signatory with Company seal.   |                  |
| 20   | The bidder company should not be owned or controlled by any Director, employee (or relatives) of SIDBI.  | Self-declaration to this effect on company's letter head signed by company's authorized   |                  |



| S.N. | Criteria   | Proof to be Submitted   | Bidders Response |
|------|--|---|------------------|
|      |  | signatory with Company seal.  |                  |
| 21   | The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies as on the last date of tender submission. | Self-declaration to this effect on company's letter head signed by company's authorized signatory as per <a href="#">Annexure-VII</a> . |                  |

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

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

|             |  |
|-------------|--|
| <b>Note</b> | <ol style="list-style-type: none"> <li>1. Bidder response should be complete with all relevant documents attached.</li> <li>2. Documentary proof, sealed and signed by authorized signatory, must be submitted</li> <li>3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.</li> <li>4. SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidder's customers.</li> <li>5. Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.</li> </ol> |
|-------------|--|

**12.3. Annexure –III: Technical Bid**

**12.3.1. TECHNICAL REQUIREMENTS**

| S.N.      | Specification  | Bidder Response | Deviations, if any |
|-----------|--|-----------------|--------------------|
| <b>A.</b> | <b>LAST MILE CONNECTIVITY</b>  |                 |                    |
| <b>1</b>  | <b>Data Center and DR Site</b>   |                 |                    |
| a.        | The last mile to be provided at DC and DR should be on FIBER with redundancy.  |                 |                    |
| b.        | The primary and backup should be extended from two different PoPs and the backup link should be from different service provider connecting to alternate PoP of the bidder  |                 |                    |
| c.        | The primary and backup should be in active/passive mode and switching in case of failure of any link should be automatic (without manual intervention).  |                 |                    |
| d.        | The bidder to note that, the MPLS VPN links provided by them does not share <u>Sify network / infrastructure, including last mile.</u>   |                 |                    |
| <b>2</b>  | <b>Other Locations</b>   |                 |                    |
| a.        | The last mile to be provided at should be on WIRED media.  |                 |                    |
| 3.        | In case of last mile on fiber / copper, no aerial pulling of cable is permissible from bidders PoP to the location of the Bank. Only terrestrial digged fiber is to be laid end-to-end.  |                 |                    |
| 4         | The last mile at all locations should be scalable to support higher bandwidth during the period of contract.   |                 |                    |
| 5         | The hand-off at all locations should be on Ethernet which should be compatible to be terminated directly on SD-WAN CPE equipment.  |                 |                    |
| 6         | Selected bidder should provide connectivity with minimum number of “hops” for all links.   |                 |                    |
| 7         | The service provider should run industry standard QoS/CoS and Traffic Engineering services in the MPLS backbone and the service provider should configure QoS/CoS as per Bank's requirement in their network. The connectivity should be capable of providing end to end Quality of Service (QoS) for critical applications, video conferencing, VoIP and other non-critical applications. The details of applications will be provided to shortlisted vendor. |                 |                    |
| 8         | All the POPs from where the MPLS bandwidth is provided to Bank should have redundancy of equipments, links, power, backhaul connectivity   |                 |                    |

| S.N. | Specification  | Bidder Response | Deviations, if any |
|------|--|-----------------|--------------------|
|      | etc.   |                 |                    |
| 9    | The link of bidder should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does not run both customer MPLS VPN traffic and Internet traffic. The MPLS-VPN network offered to the Bank should not carry any internet routes. The bidder has to provide network topology showing how internet traffic is segregated from proposed MPLS cloud.                                      |                 |                    |
| 10   | The service provider should ensure that major security features against attacks as mentioned below are implemented in their network:   |                 |                    |
|      | a) Protection against all kinds of attacks.  |                 |                    |
|      | b) Protection against all kinds of spoofing like VPN spoofing/IP spoofing etc.   |                 |                    |
| 11   | The solution should provide end to end transparent data reachability, voice, video etc. (no filter of traffic from SP).  |                 |                    |
| 12   | Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts.   |                 |                    |
| 13   | In order to deliver more links on wire media, the bidder can avail third party network infrastructure at last mile network, which should <u>not</u> be of Sify. However, the ownership, SLA maintenance, data security & confidentiality of the network links have to be ensured by the bidder. The total responsibility of Liaising, commissioning, maintaining the link including all the commercials involved should be taken care by the bidder. |                 |                    |
| 14   | The MPLS VPN should support any to any connectivity and should be a closed user group for Bank and should not have any physical and logical interference with other customers of the Internet route/traffic.   |                 |                    |
| 15   | A separate IPSEC VPN is to be created only for Bank network and in no way the VPN should be shared with other customers sharing the MPLS backbone. Bank MPLS Network must be accessible to Bank nodes only. Further, there should not be any dependency on the service provider if Bank decides to implement other VPN variants like GETVPN, DMVPN or any other such technology.   |                 |                    |
| 16   | The proposed bandwidth for SIDBI must be dedicated (1: 1) at each site and on dedicated ports. The MPLS VPN links should be available in full duplex mode (for e.g. - On a 512 Kbps  |                 |                    |

| S.N. | Specification   | Bidder Response | Deviations, if any |
|------|---|-----------------|--------------------|
|      | <i>circuit, 512 Kbps sending and 512 Kbps receiving should be possible simultaneously), which must be demonstrated to SIDBI as part of acceptance.</i>  |                 |                    |
| 17   | The selected bidder shall provide committed bandwidth at each location and make it available continuously. Bidder should ensure that committed bandwidth subscribed by Bank is always available for use. Bank may test the load on the links on time to time. In case of bandwidth subscribed by the branch is not available at any time, the duration of non-availability of committed bandwidth will be treated as downtime of the link. LD on downtime will be enforced accordingly. |                 |                    |
| 18   | Bidders network should support access control list (ACL) Support, SNMP & v2 support Network Time Protocol Version 4 (NTPv4), Syslog, Ping, Trivial File Transfer Protocol (TFTP), Secure Shell version 2 (SSHv2) and Internet Protocol version 6 (IPv6) support.  |                 |                    |
| 19   | Bidder has to replace/repair faulty/damaged equipment at the bidders own cost, irrespective of the reason of fault/damage within the SLA time limit, during the contract period. However, the “force majeure” clauses will apply. In any case, the bidder will have to arrange for replacement of the faulty/defective equipment at the earliest. External antennas should have proper lightning conductors, wherever necessary   |                 |                    |
| 20   | The bidders are expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly inform about the equipment that will be deployed with its physical, electrical and any other related information.  |                 |                    |
| 21   | Bidder should do all internal cabling till CPE for successful commissioning of the required MPLS link without any additional cost to the Bank. Bidder should provide all required cables for connecting to the CPE at no extra cost to the Bank.  |                 |                    |
| 22   | The network equipment shall support Packet Filtering, TCP spoofing, IPv4 & IPv6 both, QoS on both inbound and outbound traffic and other industry standard protocol.  |                 |                    |
| 23   | The MTU (maximum transmission unit) size should be 1500 bytes.  |                 |                    |
| 24   | Any other equipment which are not mentioned in this RfP but are required for making the link operational on the network via wired/wireless shall be provided and maintained (all throughout the service period) by the selected bidder at no extra cost to the Bank and shall remain their  |                 |                    |

| S.N.  | Specification   | Bidder Response | Deviations, if any |
|---|---|-----------------|--------------------|
|   | property.   |                 |                    |
| 25  | All the equipments supplied by the Service Provider to provide connectivity should comply with the policies laid down by the Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice/video and data traffic from a location outside the country. |                 |                    |
| 26  | The Bidder will be solely responsible for all liaisons, regulatory and follow up jobs with the external agencies e.g. DoT, WPC etc, for submitting applications/papers seeking all necessary approvals to meet project requirements/submission of payments etc., during project planning, execution, and tenure of contract.          |                 |                    |
| 27  | In case of termination of contract for single location or multiple or all the locations, the bidder should dismantle and remove all the hardware deployed at the location at no additional cost to the Bank.  |                 |                    |
| 28  | The bidder should note that the proposed links would be configured active along with existing MPLS VPN links from existing service provider.  |                 |                    |
| <b>B. SITE PREPARATION AND INSTALLATION</b> |   |                 |                    |
| 1   | The service provider to perform site inspection to verify the appropriateness of the sites before installation / commissioning of the network. Site preparation includes checking the availability of rack space, UPS power, earthing etc and submit detailed report.   |                 |                    |
| 2   | All cabling should be neat and structured with <u>PVC conduit / casing / flexi-pipe</u> with proper clamping. It is the responsibility of the service provider to lay the cable till the location of the CPE in the premises and maintain   |                 |                    |
| 3   | During installation, if any damage is done to the Bank / 3rd party property during execution of work or subsequently, the bidder has to replace/make good the damaged property at its own cost and pay compensation, if any.  |                 |                    |
| 4   | The service provider shall arrange required Right of way permission from Local Corporation / Municipalities / authorized agency for road cutting, digging and laying of fiber / copper. Bank would not pay any cost towards the same.   |                 |                    |
| 5   | The service provider should take all care not to hamper the working of the locations/offices. The service provider shall take prior permission of the officials of the location/office before starting any work. The selected service provider shall ensure   |                 |                    |

| S.N.                                    | Specification   | Bidder Response | Deviations, if any |
|---|---|-----------------|--------------------|
|   | that all employees scheduled to work on Bank's premises are supplied with identity cards or carry authorization letter duly signed by SIDBI officials. The service provider shall abide by the security procedures laid down by the Bank.   |                 |                    |
| 6                                       | The bank would not pay any additional cost whatsoever for aborted visits by the engineer.   |                 |                    |
| 7                                       | "Site Survey, "Installation Certificate" and "Acceptance report for successful commissioning" must be maintained by the selected bidder for future references. The formats would be finalized in consultation with the Bank. This shall be one time activity.   |                 |                    |
| <b>C. UPGRADATION AND DOWNGRADATION</b> |   |                 |                    |
| 1                                       | The upgrade/ downgrade would be as per the contracted rate, for which Bank would place separate order. In such case, up-gradation and down-gradation of location bandwidth should be effective as per schedule given in "Special Terms and Conditions".   |                 |                    |
| 2                                       | The up-gradation of bandwidth for DC and DR implies for both the links i.e. primary and backup.   |                 |                    |
| 3                                       | During the period of up-gradation / down-gradation, the existing link uptime should be ensured as per the contract  |                 |                    |
| <b>D. ANNEXING OF NEW LOCTATIONS</b>    |   |                 |                    |
| 1                                       | As and when new office is proposed to be annexed by Bank or its subsidiaries/associates OR when the bank proposes to have alternate MPLS VPN at its existing locations/offices, the bidder would be advised to carry out site-survey and submit feasibility report. Based on the feasibility report and availability of permission, the bank would place order as per the contracted rate for providing the link. |                 |                    |
| 2                                       | The banks first preference last mile would be wired media and in case the same is not feasible, the bank would consider wireless media subject to the bidder satisfying the clause 5.5.5 of RfP.  |                 |                    |
| 3                                       | The service provider is required to deliver, install and terminate the link on the bank provided CPE. Once, the CPE is configured, the bidder to test the reachability of the location to DC/DR and other locations of the bank.  |                 |                    |
| 4                                       | Service provider is required to implement and commission the link as per schedule given in "Special Terms and Conditions."  |                 |                    |
| 5                                       | In case last mile on <b>WIRELESS</b> last mile:   |                 |                    |
| a.                                      | The maximum height of pole should not be <b>MORE THAN 6M</b> above the roof top, which will be at the bidder's cost.  |                 |                    |



| S.N.   | Specification  | Bidder Response | Deviations, if any |
|--|--|-----------------|--------------------|
| b.   | In case height of Pole length beyond 6 Mtr, the service provider should negotiate with the landlord and obtain necessary permissions. Any commercial impact for the activity should be borne by the service provider. The responsibility of SIDBI in this case would be limited to facilitate the discussions with the landlord.   |                 |                    |
| c.   | The frequency should be restricted / licensed frequency band / secured to prevent intrusion / data loss / spoofing / sniffing and protection against interference from other wireless devices. The bidder has to ensure that no other Radio equipment causes interference and should not be able to trap the wireless signals used for Banks network.  |                 |                    |
| d.   | The bidder should ensure that the BTS/Repeater towers are very close to the bank location and should have clear line of sight. There should not be any signal loss   |                 |                    |
| e.   | Bidder should ensure all required wireless certificates or licenses from competent and government authority should be available before deploying such solutions in project. Any issues related to wireless licenses to be taken care by the bidder. External antennas should have proper lightening conductors. All clearances including WPC clearance, wherever required, in respect to the pole/antenna from any Government/Local/Statutory bodies etc. like Municipal Corporations, Airport authorities etc are the responsibility of the bidder. |                 |                    |
| <b>E. Shifting of Premises</b>                     |  |                 |                    |
| <b>1 Shifting of premises other than DC and DR</b> |  |                 |                    |
| a.   | The service provider would be intimated to carry out site-survey at the new location for feasibility. The service provider has to submit feasibility report as per schedule given in "Special Terms and Conditions". On receipt of feasibility report and subject to availability of permission from landlord, Bank shall place order with service provider as per the contracted rate and Terms and conditions for shifting of link.  |                 |                    |
| b.   | The service provider has to provision the link and configure at the new location as per schedule given in "Special Terms and Conditions".  |                 |                    |
| c.   | The service provider shall de-commission the old link and remove all the equipment (including antenna installed on roof top) from the premises on the day of shifting to new premises. Non-removal of equipment / antenna from old premises would attract LD.  |                 |                    |

| S.N.      | Specification   | Bidder Response | Deviations, if any |
|-----------|---|-----------------|--------------------|
| d.        | In case the service provider is not feasible at the new location, Bank will terminate the contract for the link by issuing ONE month notice   |                 |                    |
| <b>2</b>  | <b>Shifting of DC and / or DR</b>   |                 |                    |
| a.        | The service provider on receipt of notice/order (as per contracted rate) for co-location has to implement parallel connectivity (link) and test the connectivity at the collocated datacenter without disturbing the existing setup. The delivery schedules are as mentioned in Special terms and conditions.   |                 |                    |
| 3         | The support for the links, PM etc. should be from new locations.  |                 |                    |
| 4         | The shifting should be carried out as per schedule given in "Special Terms and Conditions".   |                 |                    |
| 5         | No additional cost whatsoever would be paid to the bidder, other than what is contracted towards shifting charges   |                 |                    |
| <b>F.</b> | <b>PREVENTIVE MAINTENANCE</b>   |                 |                    |
| 1         | The preventive maintenance at the locations should be carried out <u>at least once in half year</u> .   |                 |                    |
| 2         | The service provider has to prepare PM schedule and intimate the Bank. The onsite resource deployed by the bidder at the Bank has to coordinate with the field engineers during PM.   |                 |                    |
| 3         | On completion of PM, the service provider has to submit the report  |                 |                    |
| <b>G.</b> | <b>AUDIT OBSREVATIONS AND COMPLIANCE</b>  |                 |                    |
| 1         | Bank is subjected to various audits [internal / statutory / RBI /ISO etc.]. The selected service provider must take same into consideration while delivering the desired services. Further in the event of any observation by any of the audits regarding security, access control to CPE, hardening, access control etc., the same will be intimated to the service provider. The bidder will be required to undertake compliance of the same in consultation with the Bank. |                 |                    |
| 2         | It shall be the responsibility of the Bidder to configure the solution as per the requirement of the Bank / Industry best practices, fixing security vulnerabilities, mitigation of various audit points, VAPT points and taking prompt action on the advisories shared by the Bank at any point of time during the validity of the contract period.  |                 |                    |
| 3         | In case of any additional information pertaining to the security of the network or deployed solution is required by the auditor, the bidder would be intimated to provide the necessary information. The bidder has to provide the information within   |                 |                    |

| S.N.  | Specification  | Bidder Response | Deviations, if any |
|---|--|-----------------|--------------------|
|   | the time period communicated by the bank.  |                 |                    |
| 4   | <b>No additional cost whatsoever would be paid by the Bank</b>   |                 |                    |
| <b>H. REVIEW MEETINGS</b>                   |  |                 |                    |
| 1   | <b>During Implementation-</b> The bank would setup a Project Monitoring Committee, which would meet on weekly basis to review the progress of project till acceptance of links at all locations is completed. The bidder to assign project manager and technical manager for the said project, with whom the bank would be discussing on designing, implementation, commissioning and acceptance.  |                 |                    |
| 2   | <b>Monthly Review</b><br>(i) Monthly during first week of every month, throughout the period of contract.<br>(ii) Minutes to be submitted within 5 working days<br>(iii) Discuss on the performance of the solution, including technical manpower performance.   |                 |                    |
| 3   | <b>Annual Review</b><br>The Bank will also carry out annual review of the contract to ascertain the financial stability of the bidder, addition of new customers etc in addition to the performance and service reliability.<br>The bidder is required to submit the audited balance sheet, details of customers added during the year etc. It would be the responsibility of the bidder to take necessary approvals from its customers before submitting the details. |                 |                    |
| 4   | All review meetings will be held with SIDBI team. Currently, team is located at SIDBI, Chennai. However, Bank may during the period of contract may relocate SIDBI team to any other location in India.  |                 |                    |
| 5   | No additional cost whatsoever would be paid by Bank to the service provider for attending the review meetings.   |                 |                    |
| <b>H. NETWORK DESIGNING AND INTEGRATION</b> |  |                 |                    |
| 1   | The bank has shortlisted service provider for implementing SD-WAN based MPLS VPN at all its locations/ offices and implementation is in progress.  |                 |                    |
| 2   | As part of contract the SD-WAN service provider would be providing the required CPE along with software. The proposed links would be terminating on the CPE.<br><br>The shortlisted bidder in the current RfP has to coordinate with the banks SD-WAN service  |                 |                    |

| S.N. | Specification  | Bidder Response | Deviations, if any |
|------|--|-----------------|--------------------|
|      | provider and the banks team for understanding the architecture, preparing implementation plan for the new links, configuration / routing as per the banks requirements, testing, commissioning etc. The bidder would be paid on-time charges as per the contracted rate for the same |                 |                    |
| 3    | No additional cost whatsoever would be paid by the bank.   |                 |                    |

### 12.3.2. **SERVICE LEVEL AGREEMENT**

| S.N                         | Parameter  | Specification                        | Bidder Response |
|-----------------------------|--|--------------------------------------|-----------------|
| 1                           | Working Days   | Six days a week (Monday to Saturday) |                 |
| 2                           | Month  | Calendar month                       |                 |
| 3                           | SLA Measurement Period   | Monthly                              |                 |
| <b>Working Hours</b>        |  |                                      |                 |
|                             | Category A   | 9am to 9pm (12 hours)                |                 |
|                             | Category B   | 24X7                                 |                 |
| 4                           | Total working hours will be calculated as under:<br>(a) <b>Category 'A' locations:</b> total number of days in respective month X 12<br>(b) <b>Category 'B' locations:</b> total number of days in respective month X 24   |                                      |                 |
| <b>Uptime Calculation</b>   |  |                                      |                 |
| 4                           | [(Total no of Working Hours in month – downtime hours in month) / total number of Working Hours in month] X100   |                                      |                 |
| 6                           | <b>MPLS VPN Availability / uptime.</b>   |                                      |                 |
|                             | <b>Monthly 99.5%</b>   |                                      |                 |
| <b>Mean Time To Respond</b> |  |                                      |                 |
| 7                           | Category 'A' and 'B'   | 15 Min                               |                 |
| 9                           | <b>Link Level Latency (between two Site)</b>   |                                      |                 |
|                             | <b>&lt;100ms</b>   |                                      |                 |
| 10                          | <b>Jitter</b>  |                                      |                 |
|                             | <b>&lt;10ms measured for a minimum of 1000 packets</b>   |                                      |                 |
| 11                          | <b>Packet loss</b>   |                                      |                 |
|                             | Average end to end packet loss should not be more than 1 in 1,000 measured for a minimum of 1000 packets   |                                      |                 |
| <b>Helpdesk facility</b>    |  |                                      |                 |
| 12                          | <ul style="list-style-type: none"> <li>• 24X7</li> <li>• Phone, Mail, Portal</li> </ul>  |                                      |                 |
| <b>Monitoring</b>           |  |                                      |                 |
| 13                          | Proactive  |                                      |                 |
| <b>Reporting</b>            |  |                                      |                 |
| 14                          | <ul style="list-style-type: none"> <li>• All reports to monitor SLA parameters.</li> <li>• Root Cause Analysis (RCA) for all performance and availability problems that occur. Formal RCA to be delivered within 7 days of the problem occurrence, including: <ul style="list-style-type: none"> <li>✓ Explaining the root cause of issue</li> </ul> </li> </ul> |                                      |                 |

| S.N | Parameter | Specification  | Bidder Response |
|-----|-----------|--|-----------------|
|     | ✓         | Action taken to prevent re-occurrence, with project plan and timing for each milestone of the correction effort. |                 |

12.3.3. **Architecture**

The bidder should submit the following documents:

1. Proposed Solution Document.
2. Proposed Connectivity diagram.

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

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...



12.4. Annexure –IV: Commercial Bid

**Commercial bid**  
(Cost in Rupees)

1. **Table -1:IP MPLS VPN Bandwidth**

| S.N. | Description                                  | Qty. | Unit Cost per Annum |          |                  | Total Cost Per Annum<br>E = D X A | Total Cost for Five Years<br>F = E X 5 |
|------|--|------|---------------------|----------|------------------|-----------------------------------|--|
|      |  |      | Cost<br>B           | GST<br>C | Total<br>D=B + C |                                   |  |
|      |  | A    | B                   | C        | D=B + C          | E = D X A                         | F = E X 5                              |
| 1    | 2Mbps  | 6    |                     |          |                  |                                   |  |
| 2    | 4Mbps  | 6    |                     |          |                  |                                   |  |
| 3    | 8Mbps  | 1    |                     |          |                  |                                   |  |
| 4    | 10Mbps                                       | 1    |                     |          |                  |                                   |  |
| 5    | 20Mbps                                       | 2    |                     |          |                  |                                   |  |
| 6    | 50Mbps (Backhaul) – DataCenter & DR Site. ** | 2    |                     |          |                  |                                   |  |
| 7    | <b>Total (Table-1)</b>                       |      |                     |          |                  |                                   |  |

**Note:**

- (i) The above cost quoted in **Table-1** for various bandwidths by the bidder would serve as rate contract valid throughout the period of contract.
- (ii) \*\* Backhaul bandwidth implies for both primary and backup links at DC and DR i.e. active should be 50Mbps and backup also 50Mbps. The backup link should be from alternate service provider **other than Sify**.

2. **Table -2: One time Cost**

| S.N. | Description  | Qty. | Cost<br>B | GST<br>C | Total<br>D=B + C |
|------|--|------|-----------|----------|------------------|
|      |  | A    | B         | C        | D=B + C          |
| 1    | Onetime cost for project management, designing, implementation, commissioning etc. | LS   |           |          |                  |





**3. Table -3: Optional Cost – Bandwidth (valid throughout period of contract)**

| S.N. | Description  | Qty. | Cost per Annum |     |         | Total Cost for Five Years |
|------|--|------|----------------|-----|---------|---------------------------|
|      |  |      | Cost           | GST | Total   |                           |
|      |  | A    | B              | C   | D=B + C | E = D X 5                 |
| 1    | 50 Mbps for locations  | 01   |                |     |         |                           |
| 2    | 100 Mbps (Backhaul) – DataCenter & DR Site. For both active and passive. | 01   |                |     |         |                           |
| 3    | 250 Mbps (Backhaul) – DataCenter & DR Site. For both active and passive. | 01   |                |     |         |                           |
| 4    | 500 Mbps (Backhaul) – DataCenter & DR Site. For both active and passive. | 01   |                |     |         |                           |
| 5    | <b>Total (Table -3)</b>  |      |                |     |         |                           |

**4. Table -4: Optional Cost – Others (valid throughout period of contract)**

| S.N. | Description                          | No. | Unit Cost per Instance |     |          |
|------|--------------------------------------|-----|------------------------|-----|----------|
|      |                                      |     | Cost                   | GST | Total    |
|      |                                      | A   | B                      | C   | D= B + C |
| 1    | Shifting of locations – (Intra-city) | 01  |                        |     |          |
| 2    | Shifting of DC / DR – (Intra-city)   | 01  |                        |     |          |
| 3    | Shifting of DC / DR – (Inter-city)   | 01  |                        |     |          |
| 4    | <b>Total (Table-4)</b>               |     |                        |     |          |

**5. Table-5: Summary of Cost**

| S.N. | Description  | Cost (Rs.) |
|------|--|------------|
| 1    | Total Cost of MPLS VPN bandwidth as per <a href="#">Table -1</a> |            |
| 2    | Total One Time cost as per <a href="#">Table -2</a>              |            |
| 3    | Total Optional Cost – Bandwidth as per <a href="#">Table -3</a>  |            |
| 4    | Total Optional cost – Others as per <a href="#">Table-4</a>      |            |
| 5    | <b>TCO (S.N.1 + 2 + 3 +4)</b>                                    |            |



Date

Signature of Authorised Signatory ...

Name of the Authorised Signatory ...

Place

Designation .....

Seal.....

|             |  |
|-------------|--|
| <b>NOTE</b> | 1. The prices must be entered strictly as per the tabular format illustrated below. No separate price structure should be detailed. No separate format will be accepted. |
|             | 2. Masked commercial bids must be submitted with technical bid.  |
|             | 3. All the rates must be quoted in INR. The cost should be inclusive of all taxes.   |
|             | 4. TCO purpose total cost in <b>Table-5</b> would be taken.  |
|             | 5. Conditional commercial bids would be rejected   |
|             | 6. The prices must be entered strictly as per the tabular format illustrated below. No separate price structure should be detailed. No separate format will be accepted. |
|             | <b>7. In case of requirement of an intermediate bandwidth, the formula specified in Section 10.2.6 of the RfP would be followed for arriving at the cost.</b>            |

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

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

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2018, 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 400/2019/1416/BYO/ITV dated December 17, 2018** for **Procurement of IP MPLS VPN Links** and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

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

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

..... (Signature)

(Name Title and Address of the Attorney)

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

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

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

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

Dear Sir,

**Non-Blacklisting**

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

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

Yours faithfully,

Authorized Signatories

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

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

Company Seal:

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

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

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

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

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

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

स्थान/Place : \_\_\_\_\_

दिनांक/Date : \_\_\_\_\_

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

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

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

बैंक की मुहर/Bank's stamp

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

दिनांक/Date :

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

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

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

WHEREAS ..... (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) **No. 400/2019/1416/BYO/ITV dated December 17, 2018** for **Procurement of IP MPLS VPN Links** (Herein after called the "the RFP") to you.

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

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

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

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

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

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

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





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

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

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

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....

**12.9. Annexure – IX: Pre-Contract Integrity Pact**

**(Bidders to submit on non-judicial stamp paper of requisite value duly signed by  
Chief Executive Office [CEO])**

**1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place on \_\_\_\_ day of the month of ----, 2018 for the tender no. 400/2019/1416/BYO/BYO dated December 17, 2018, between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s ----- represented by Shri -----, **Chief Executive Officer** (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to \_\_\_\_\_ the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

**2 Commitments of the BUYER**

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

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

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

### **3 Commitments of BIDDERS**

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

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

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4 Previous Transgression**

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

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.5,50,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**6 Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
4. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
6. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
7. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
8. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
10. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

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

## **8 Independent Monitors**

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

## **9 Facilitation of Investigation**

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

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

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



**11 Other Legal Actions**

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

**12 Validity**

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

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

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

BUYER

BIDDER

Name of the Officer

Designation

**CHIEF EXECUTIVE OFFICER**

SIDBI

Witness

Witness

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

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

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

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

**12.10. Annexure -X: Undertaking Letter for GST Law**

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

Dear Sir,

**GST Law**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. 400/2019/1416/BYO/ITV dated 17.12.2018 hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Authorized Signatories

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

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

Company Seal

**12.11. Annexure –XI: Statement of Deviations**

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

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

| S.N.   | Page Number | Section Number | Clarification point as stated in the tender document | Comment/ Suggestion/ Deviation |
|--|-------------|----------------|--|--------------------------------|
| <b>Tender No.400/2019/1416/BYO/ITV dated December 17, 2018</b> |             |                |  |                                |
| 1.   |             |                |  |                                |
| 2.   |             |                |  |                                |
| 3.   |             |                |  |                                |
| 4.   |             |                |  |                                |
| 5.   |             |                |  |                                |
| 6.   |             |                |  |                                |

Authorized Signatories

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

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

Company Seal: \_\_\_\_\_

**12.12. Annexure -XII: Proposed Last Mile at the Locations**

**Details of Proposed Last Mile**

| S. N      | Location                                 | Type | Proposed Last Mile |                    |
|-----------|--|------|--------------------|--------------------|
|           |  |      | Wired / Wireless   | OWN or Third Party |
| <b>A.</b> | <b>CATEGORY 'A' - Critical Offices</b>   |      |                    |                    |
| 1         | Lucknow                                  | HO   |                    |                    |
| 2         | Ahmedabad                                | RO   |                    |                    |
| 3         | Chandigarh                               | RO   |                    |                    |
| 4         | Chennai                                  | RO   |                    |                    |
| 5         | Guwahati                                 | RO   |                    |                    |
| 6         | Hyderabad                                | RO   |                    |                    |
| 7         | Jaipur                                   | RO   |                    |                    |
| 8         | Lucknow                                  | RO   |                    |                    |
| 9         | Mumbai                                   | RO   |                    |                    |
| 10        | New Delhi                                | BO   |                    |                    |
| 11        | Pune                                     | BO   |                    |                    |
| 12        | Coimbatore                               | BO   |                    |                    |
| 13        | Faridabad                                | BO   |                    |                    |
| 14        | Bhubhaneshwar                            | BO   |                    |                    |
| <b>B.</b> | <b>CATEGORY 'B' – Aggregation Points</b> |      |                    |                    |
| 1         | Mumbai – DC                              | DC   |                    |                    |
| 2         | Chennai - DR                             | DR   |                    |                    |
| 3         | Mumbai – DC<br>(NNI link)                | DC   |                    |                    |
| 4         | Chennai – DR<br>(NNI link)               | DR   |                    |                    |

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

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

**Note:**

1. The last mile at the above locations should only be on wired. Wireless lastmile not accepted as the bank does not permission for installation of antenna on rooftop.
2. The bidder should not share any network infrastructure with the banks existing service provider **Sify Technologies Limited**.

**12.13. Annexure -XIII: Details of Bidder Support at the Locations**

**Details of bidder support at Location**

| S. N      | Location                                 | Details of Bidders Support locations |         |   |
|-----------|--|--------------------------------------|---------|---|
|           |  | OWN / Franchise                      | Address | Contact Details (Name, Mail id and Phone No.) |
| <b>A.</b> | <b>CATEGORY 'A' - Critical Offices</b>   |                                      |         |   |
| 1         | Lucknow (HO)                             |                                      |         |   |
| 2         | Ahmedabad                                |                                      |         |   |
| 3         | Chandigarh                               |                                      |         |   |
| 4         | Chennai                                  |                                      |         |   |
| 5         | Guwahati                                 |                                      |         |   |
| 6         | Hyderabad                                |                                      |         |   |
| 7         | Jaipur                                   |                                      |         |   |
| 8         | Lucknow (RO)                             |                                      |         |   |
| 9         | Mumbai                                   |                                      |         |   |
| 10        | New Delhi                                |                                      |         |   |
| 11        | Pune                                     |                                      |         |   |
| 12        | Coimbatore                               |                                      |         |   |
| 13        | Faridabad                                |                                      |         |   |
| 14        | Bhubhaneshwar                            |                                      |         |   |
| <b>B.</b> | <b>CATEGORY 'B' – Aggregation Points</b> |                                      |         |   |
| 1         | Mumbai – DC                              |                                      |         |   |
| 2         | Chennai – DR                             |                                      |         |   |

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

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

**Note:** all the columns should be duly filled. In case of missing information, it would be assumed no support.

**12.14. Annexure –XIV: Non-Disclosure Agreement**

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

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “\_\_\_\_\_” as per scope defined in the Request for Proposal (RfP) No. **400/2019/1416/BYO/ITV dated December 17, 2018** 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 during execution of project is confidential and/or proprietary to the BANK, and

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

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

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

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

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

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal ...



**12.15. Annexure –XV: Performance Guarantee Format**

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

**Performance Bank Guarantee Format**

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 3rd Floor, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation / Bank / SIDBI) having agreed to award the contract to M/s. \_\_\_\_\_ having its office at 'service providers Office Address', (hereinafter called "the Vendor" or "Service Provider") 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. Rs. \_\_\_\_\_ (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 Rs. \_\_\_\_\_ (**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 "Implementation of SD-WAN based MPLS VPN" 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 Rs. \_\_\_\_\_ (**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 Rs. \_\_\_\_\_ (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 Rs. \_\_\_\_\_ (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 Mumbai 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 Rs. \_\_\_\_\_ (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 .....2018.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

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

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

**12.16. Annexure -XVI: Deed of Indemnity**

*(to be executed by shortlisted bidder on non-judicial stamp paper of requisite value)*

**DEED OF INDEMNITY**

DEED OF INDEMNITY This Deed of Indemnity executed at \_\_\_\_\_ on the -----  
-----day of ----- ---- by \_\_\_\_\_ a company registered under the  
Companies Act, 1956 and having its registered office at -----  
(hereinafter called "the Obligor" or "the Indemnifier" which expression shall unless it be  
repugnant to the subject, context or meaning thereof shall be deemed to mean and include  
its successors).

IN FAVOUR OF,

**Small Industries Development Bank of India (SIDBI),**

\_\_\_\_\_ (hereinafter referred to as "THE BANK" which  
expression shall unless it be repugnant to the subject, context or meaning thereof shall be  
deemed to mean and include its successors and assigns)

**WHEREAS**

1) The Obligor has

- a) Offered for , implementation of MPLS VPN at somel locations for the Bank  
(hereinafter referred to as implementation/Services) as defined in the Agreement  
dated-----entered between the Obligor and THE BANK (hereinafter  
referred to as "the Agreement" or "Contract") and also in the Bid documents and  
other related documents (hereinafter referred to as "the said documents") subject to  
certain terms, conditions, covenants, provisions and stipulations contained therein.
- b) Represented and warranted that they have all permissions, consents, approvals from  
all authorities, both regulatory and non-regulatory, for performing the Services/for the  
\_\_\_\_\_ to THE BANK contemplated under the said documents and  
further represented and warranted that the Implementation of MPLS VPN at THE  
BANK do not violate any provisions of the applicable laws, regulations or guidelines  
including legal, environmental under the various labour and industrial laws. In case  
there is any violation of any law, rules or regulation, which is capable of being  
remedied, the same will be got remedied immediately during the period of  
Services/tenure of the Agreement/Contract to the satisfaction of THE BANK;
- c) Represented and warranted that they are authorized and legally and otherwise  
entitled and competent to enter into such contractual arrangement(s) with THE BANK  
under the said documents; relying and based on the aforesaid representations and  
warranties of the Obligor, THE BANK has agreed to avail the Services of the Obligor  
on the terms and conditions contained in the Agreement and the said documents;
- d) One of the conditions of the Agreement and the said documents is that the Obligor is  
required to furnish an indemnity in favour of THE BANK indemnifying the latter  
against any loss, damages or claims arising out of any violations of the applicable  
laws, regulations, guidelines during the rendering/performing of the Services/  
implementation envisaged under the said documents as also for breach committed

by the Obligor on account of misconduct, omission and negligence by the Obligor. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of THE BANK as hereinafter appearing.

**NOW THIS DEED WITNESSETH AS UNDER: -**

- 1) In consideration of THE BANK/Indemnified having agreed to award the Bid and the aforesaid assignment of providing Services/ implementation to the Obligor on the terms and conditions contained in the Agreement and the said documents, more particularly described and stated therein, the Obligor do hereby agree and undertake that: -
  - a) The Obligor shall, at all times hereinafter, save and keep THE BANK harmless and indemnified, including its respective directors, officers, agents, representatives, and employees, etc. and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of Services/ implementation or the said documents and any damage caused from and against all suits and other actions that may be threatened, instituted, taken or preferred against THE BANK including its respective directors, officers, agents, representatives, and employees, etc. by whomsoever and all losses, damages, costs, charges and expenses that THE BANK including its agents, representatives and employees, etc. may incur by reason breach of contract and gross negligence or any claim/demand made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the damages, if any, arising from fraudulent or criminal acts as well or any omissions, which may occur while performing the Services or otherwise under the said documents.
  - b) The Obligor further agrees and undertakes that the Obligor shall, during the contractual arrangements under the said documents, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
  - c) If any additional approval, consent or permission is required by the Obligor to execute and perform the Agreement or Services/ implementation under the said documents, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
  - d) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement or the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of THE BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or Defence.
  - e) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing, would reduce, release or prejudice the Obligor from any of the obligations under this indemnity or prejudice or diminish the obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to THE BANK).

- 2) This Indemnity shall survive the expiry or termination of the Agreement.
- 3) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Agreement and or as stated above.
- 4) This Indemnity shall be governed by and construed in accordance with the laws of India. The Courts at Mumbai shall have exclusive jurisdiction to preside over disputes under this Deed of Indemnity.
- 5) THE BANK may assign or transfer any part of its interest herein to any other person. Obligor shall not assign or transfer any of its right or obligations under this indemnity, except with the prior written consent of THE BANK.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of ----- By the hand of-----  
-----, -the authorized official of the Obligor.

In the presence of

1. Witness1 Signature,  
Name & Address
2. Witness 2 Signature,  
Name & Address

**Notes:**

To be stamped as an indemnity bond in accordance with the local stamp laws at the place of execution. Relevant authorizations to be collected in case of (a) company – certified copy of the relevant board resolutions, power of attorney, certified copy of the latest memorandum and articles of association be obtained.

\*\*\*\*\*



**12.17. Annexure -XVII: Location Wise Requirement and Address Details**

| S. N                                      | Location               | Type | MPLS VPN Bandwidth (Mbps) | Address and Contact Details  |                |                 |              |                 |              |                        |                    |                    |
|---|------------------------|------|---------------------------|--|----------------|-----------------|--------------|-----------------|--------------|------------------------|--------------------|--------------------|
| <b>A. CATEGORY 'A' - Critical Offices</b> |                        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 1   | Lucknow                | HO   | 20                        | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), Unit no-605, 6th floor, Ratan Square, 20A, Vidhan Sabha Marg, <b>Lucknow – 226 001</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr> <td>C R Sadagopan</td> <td>Raj Kumar Singh</td> </tr> <tr> <td>9004136227</td> <td>9869049551</td> </tr> <tr> <td>0522-4261664</td> <td>0522-4259700 (ext.823)</td> </tr> <tr> <td>sadagopan@sidbi.in</td> <td>rajksingh@sidbi.in</td> </tr> </table> | C R Sadagopan  | Raj Kumar Singh | 9004136227   | 9869049551      | 0522-4261664 | 0522-4259700 (ext.823) | sadagopan@sidbi.in | rajksingh@sidbi.in |
| C R Sadagopan                             | Raj Kumar Singh        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 9004136227                                | 9869049551             |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 0522-4261664                              | 0522-4259700 (ext.823) |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| sadagopan@sidbi.in                        | rajksingh@sidbi.in     |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 2   | Ahmedabad              | RO   | 4                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), Navjivan Amrit Jayanti Bhavan, 1st floor, P.B., No.10, Navjivan P.O. Ahmedabad, <b>Ahmedabad – 380014</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr> <td>A K Yadav</td> </tr> <tr> <td>7715824842</td> </tr> <tr> <td>079-27549940</td> </tr> <tr> <td>anand@sidbi.in</td> </tr> </table>   | A K Yadav      | 7715824842      | 079-27549940 | anand@sidbi.in  |              |                        |                    |                    |
| A K Yadav                                 |                        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 7715824842                                |                        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 079-27549940                              |                        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| anand@sidbi.in                            |                        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 3   | Chandigarh             | RO   | 4                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), SCO 145-146, 1st and 2nd Floor, Sector 17 C, <b>Chandigarh – 160017</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr> <td>Samar Maurya</td> </tr> <tr> <td>8585996465</td> </tr> <tr> <td>01725039623</td> </tr> <tr> <td>samarm@sidbi.in</td> </tr> </table>  | Samar Maurya   | 8585996465      | 01725039623  | samarm@sidbi.in |              |                        |                    |                    |
| Samar Maurya                              |                        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 8585996465                                |                        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 01725039623                               |                        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| samarm@sidbi.in                           |                        |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 4   | Chennai                | RO   | 10                        | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), Overseas Towers, 756-L, Anna Salai, <b>Chennai – 600002</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr> <td>A V Syamsundar</td> <td>C R Prasad</td> </tr> <tr> <td>7021051597</td> <td>9029427380</td> </tr> <tr> <td>044-66636052</td> <td>044-66636045</td> </tr> <tr> <td>avshyam@sidbi.in</td> <td>crprasad@sidbi.in</td> </tr> </table>   | A V Syamsundar | C R Prasad      | 7021051597   | 9029427380      | 044-66636052 | 044-66636045           | avshyam@sidbi.in   | crprasad@sidbi.in  |
| A V Syamsundar                            | C R Prasad             |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 7021051597                                | 9029427380             |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 044-66636052                              | 044-66636045           |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| avshyam@sidbi.in                          | crprasad@sidbi.in      |      |                           |  |                |                 |              |                 |              |                        |                    |                    |
| 5   | Guwahati               | RO   | 2                         | <p><b>Address:</b><br/>Small Industries Development Bank of India</p>  |                |                 |              |                 |              |                        |                    |                    |

| S. N                 | Location            | Type | MPLS VPN Bandwidth (Mbps) | Address and Contact Details  |                 |                 |              |                      |              |              |                    |                     |
|----------------------|---------------------|------|---------------------------|--|-----------------|-----------------|--------------|----------------------|--------------|--------------|--------------------|---------------------|
|                      |                     |      |                           | <p>(SIDBI), 3rd Floor, Shreeji Tower, Christian Basti, G.S. Road, <b>Guwahati – 781006</b>, Assam</p> <p><b>Contact Details:</b></p> <table border="1"> <tr><td>Akashjyoti Suni</td></tr> <tr><td>8761902292</td></tr> <tr><td>0361-7110341</td></tr> <tr><td>akashjyotis@sidbi.in</td></tr> </table>  | Akashjyoti Suni | 8761902292      | 0361-7110341 | akashjyotis@sidbi.in |              |              |                    |                     |
| Akashjyoti Suni      |                     |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 8761902292           |                     |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 0361-7110341         |                     |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| akashjyotis@sidbi.in |                     |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 6                    | Hyderabad           | RO   | 4                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), 101, Hermitage Office Complex, Saifabad, Hill Fort Road, Adjacent to HACA Bhavan, <b>Hyderabad – 500004</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr><td>P Srinivasu</td></tr> <tr><td>9959364454</td></tr> <tr><td>040-23231344</td></tr> <tr><td>psrini@sidbi.in</td></tr> </table>  | P Srinivasu     | 9959364454      | 040-23231344 | psrini@sidbi.in      |              |              |                    |                     |
| P Srinivasu          |                     |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 9959364454           |                     |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 040-23231344         |                     |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| psrini@sidbi.in      |                     |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 7                    | Jaipur              | RO   | 4                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), First Floor, Jeevan Nidhi, LIC Building - II, Bhawani Singh Road, Ambedkar Circle, <b>Jaipur -302 005</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr><td>N C Debnath</td><td>Ved Makhija</td></tr> <tr><td>9436455725</td><td>8764064618</td></tr> <tr><td>0141-2743004</td><td>0141-2743004</td></tr> <tr><td>ncdebnath@sidbi.in</td><td>vedmakhija@sidbi.in</td></tr> </table> | N C Debnath     | Ved Makhija     | 9436455725   | 8764064618           | 0141-2743004 | 0141-2743004 | ncdebnath@sidbi.in | vedmakhija@sidbi.in |
| N C Debnath          | Ved Makhija         |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 9436455725           | 8764064618          |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 0141-2743004         | 0141-2743004        |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| ncdebnath@sidbi.in   | vedmakhija@sidbi.in |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 8                    | Lucknow             | RO   | 4                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), Unit no-605, 6th floor, Ratan Square, 20A, Vidhan Sabha Marg, <b>Lucknow – 226 001</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr><td>C R Sadagopan</td><td>Raj Kumar Singh</td></tr> <tr><td>9004136227</td><td>9869049551</td></tr> <tr><td>0522-4261664</td><td>0522-4259700</td></tr> <tr><td>sadagopan@sidbi.in</td><td>rajksingh@sidbi.in</td></tr> </table>               | C R Sadagopan   | Raj Kumar Singh | 9004136227   | 9869049551           | 0522-4261664 | 0522-4259700 | sadagopan@sidbi.in | rajksingh@sidbi.in  |
| C R Sadagopan        | Raj Kumar Singh     |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 9004136227           | 9869049551          |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 0522-4261664         | 0522-4259700        |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| sadagopan@sidbi.in   | rajksingh@sidbi.in  |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 9                    | Mumbai              | MSME | 20                        | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), MSME Development Centre Plot No.C-11, G - Block, Bandra Kurla Complex, Bandra (East), <b>Mumbai - 400 051</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr><td>Jidnesh</td><td>Rajesh Joshi</td></tr> <tr><td>9820443368</td><td>9892438179</td></tr> <tr><td>022-67221407</td><td>022-67531251</td></tr> </table>   | Jidnesh         | Rajesh Joshi    | 9820443368   | 9892438179           | 022-67221407 | 022-67531251 |                    |                     |
| Jidnesh              | Rajesh Joshi        |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 9820443368           | 9892438179          |      |                           |  |                 |                 |              |                      |              |              |                    |                     |
| 022-67221407         | 022-67531251        |      |                           |  |                 |                 |              |                      |              |              |                    |                     |

| S. N                   | Location                  | Type | MPLS VPN Bandwidth (Mbps) | Address and Contact Details   |                 |                        |                  |            |            |                       |                           |                      |                     |
|------------------------|---------------------------|------|---------------------------|---|-----------------|------------------------|------------------|------------|------------|-----------------------|---------------------------|----------------------|---------------------|
|                        |                           |      |                           | netadmin@sidbi.in   | rjoshi@sidbi.in |                        |                  |            |            |                       |                           |                      |                     |
| 10                     | New Delhi                 | RO   | 8                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), Atmaram House 1, Tolstoy Marg, Barakhamba, <b>New Delhi – 110001</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr> <td>Hariom</td> <td>Hansraj Lariya</td> </tr> <tr> <td>9560290732</td> <td>9926905653</td> </tr> <tr> <td>011-23600973</td> <td>011-23600818</td> </tr> <tr> <td>hariom@sidbi.in</td> <td>hansraj@sidbi.in</td> </tr> </table>   |                 | Hariom                 | Hansraj Lariya   | 9560290732 | 9926905653 | 011-23600973          | 011-23600818              | hariom@sidbi.in      | hansraj@sidbi.in    |
| Hariom                 | Hansraj Lariya            |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 9560290732             | 9926905653                |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 011-23600973           | 011-23600818              |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| hariom@sidbi.in        | hansraj@sidbi.in          |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 11                     | Pune                      | RO   | 4                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), Jeevan Shree Building, Ground Floor, S.No.1109, Ganeshkhind Road, Shivajinagar, Near Pune Central, <b>Pune – 411005</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr> <td>G Yesuratnam</td> <td>Gyanendra Bharti</td> </tr> <tr> <td>9960169354</td> <td>8210166595</td> </tr> <tr> <td>020-25530813-14</td> <td>020-25530813</td> </tr> <tr> <td>yesuratnamg@sidbi.in</td> <td>gyanendrab@sidbi.in</td> </tr> </table> |                 | G Yesuratnam           | Gyanendra Bharti | 9960169354 | 8210166595 | 020-25530813-14       | 020-25530813              | yesuratnamg@sidbi.in | gyanendrab@sidbi.in |
| G Yesuratnam           | Gyanendra Bharti          |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 9960169354             | 8210166595                |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 020-25530813-14        | 020-25530813              |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| yesuratnamg@sidbi.in   | gyanendrab@sidbi.in       |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 12                     | Coimbatore                | BO   | 2                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), Second Floor, Mayflower E-Castle, 72-Dr. Balasundaram Road, <b>Coimbatore-641018.</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr> <td>Rajeswari Naveen Kumar</td> <td>K Hema Subha</td> </tr> <tr> <td>7738093346</td> <td></td> </tr> <tr> <td>0422 2206008</td> <td>0422-2206008</td> </tr> <tr> <td>rajeswari@sidbi.in</td> <td>hemasubha@sidbi.in</td> </tr> </table>   |                 | Rajeswari Naveen Kumar | K Hema Subha     | 7738093346 |            | 0422 2206008          | 0422-2206008              | rajeswari@sidbi.in   | hemasubha@sidbi.in  |
| Rajeswari Naveen Kumar | K Hema Subha              |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 7738093346             |                           |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 0422 2206008           | 0422-2206008              |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| rajeswari@sidbi.in     | hemasubha@sidbi.in        |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 13                     | Faridabad                 | BO   | 2                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), N.H.5R/2, Neelam Badshah Khan Road, NIT, <b>Faridabad – 121001</b></p> <p><b>Contact Details:</b></p> <table border="1"> <tr> <td>Shaswat Kumar</td> <td>Niraj Kumar</td> </tr> <tr> <td>8860435538</td> <td>9718063065</td> </tr> <tr> <td>0129-2410672(ext 128)</td> <td>0129- 2410672/<br/>2414419</td> </tr> <tr> <td>shaswat@sidbi.in</td> <td>nirajk@sidbi.in</td> </tr> </table>  |                 | Shaswat Kumar          | Niraj Kumar      | 8860435538 | 9718063065 | 0129-2410672(ext 128) | 0129- 2410672/<br>2414419 | shaswat@sidbi.in     | nirajk@sidbi.in     |
| Shaswat Kumar          | Niraj Kumar               |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 8860435538             | 9718063065                |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 0129-2410672(ext 128)  | 0129- 2410672/<br>2414419 |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| shaswat@sidbi.in       | nirajk@sidbi.in           |      |                           |   |                 |                        |                  |            |            |                       |                           |                      |                     |
| 14                     | Bhubhaneshwar             | BO   | 2                         | <p><b>Address:</b><br/>Small Industries Development Bank of India (SIDBI), Plot No. L-3, Jayadev Vihar, Opp. Loyola School, Near XIMB Square, <b>Bhubaneswar – 751013</b></p>   |                 |                        |                  |            |            |                       |                           |                      |                     |



| S. N  | Location               | Type | MPLS VPN Bandwidth (Mbps) | Address and Contact Details   |                    |              |            |            |              |              |                   |                   |
|---|------------------------|------|---------------------------|---|--------------------|--------------|------------|------------|--------------|--------------|-------------------|-------------------|
|   |                        |      |                           | <b>Contact Details:</b><br><table border="1"> <tr> <td>Saurabh Srivastava</td> <td>Sangeeta Das</td> </tr> <tr> <td>9936060507</td> <td>9668343852</td> </tr> <tr> <td>0674-2304104</td> <td>0674-2304103</td> </tr> <tr> <td>ssaurabh@sidbi.in</td> <td>sangdas@sidbi.in</td> </tr> </table> | Saurabh Srivastava | Sangeeta Das | 9936060507 | 9668343852 | 0674-2304104 | 0674-2304103 | ssaurabh@sidbi.in | sangdas@sidbi.in  |
| Saurabh Srivastava                          | Sangeeta Das           |      |                           |   |                    |              |            |            |              |              |                   |                   |
| 9936060507                                  | 9668343852             |      |                           |   |                    |              |            |            |              |              |                   |                   |
| 0674-2304104                                | 0674-2304103           |      |                           |   |                    |              |            |            |              |              |                   |                   |
| ssaurabh@sidbi.in                           | sangdas@sidbi.in       |      |                           |   |                    |              |            |            |              |              |                   |                   |
| <b>B. CATEGORY 'B' (AGGREGATION POINTS)</b> |                        |      |                           |   |                    |              |            |            |              |              |                   |                   |
| 1   | Data Center (backhaul) | DC   | 50                        | <b>Address:</b><br>CtrlS Datacenters Limited, 5 <sup>th</sup> Floor, Plot No. GEN 72/1/A, TTC Industrial Area, South Central Road, MIDC Industrial Area, Mahape, Thane, <b>Navi Mumbai- 400710</b> , Maharashtra.   |                    |              |            |            |              |              |                   |                   |
| 2   |                        |      | 2                         | <b>Contact Details:</b><br><table border="1"> <tr> <td>Jidnesh</td> <td>Rajesh Joshi</td> </tr> <tr> <td>9820443368</td> <td>9892438179</td> </tr> <tr> <td>022-67221407</td> <td>022-67531251</td> </tr> <tr> <td>netadmin@sidbi.in</td> <td>rjoshi@sidbi.in</td> </tr> </table>             | Jidnesh            | Rajesh Joshi | 9820443368 | 9892438179 | 022-67221407 | 022-67531251 | netadmin@sidbi.in | rjoshi@sidbi.in   |
| Jidnesh                                     | Rajesh Joshi           |      |                           |   |                    |              |            |            |              |              |                   |                   |
| 9820443368                                  | 9892438179             |      |                           |   |                    |              |            |            |              |              |                   |                   |
| 022-67221407                                | 022-67531251           |      |                           |   |                    |              |            |            |              |              |                   |                   |
| netadmin@sidbi.in                           | rjoshi@sidbi.in        |      |                           |   |                    |              |            |            |              |              |                   |                   |
| 3   | DR Site (backhaul)     | DR   | 50                        | <b>Address:</b><br>Nxtra Data Limited, No. F8, SIPCOT IT Park, Siruseri, <b>Chennai 603103</b> , Tamilnadu  |                    |              |            |            |              |              |                   |                   |
| 4   |                        |      | 2                         | <b>Contact Details:</b><br><table border="1"> <tr> <td>A V Syamsundar</td> <td>C R Prasad</td> </tr> <tr> <td>7021051597</td> <td>9029427380</td> </tr> <tr> <td>044-66636052</td> <td>044-66636045</td> </tr> <tr> <td>avshyam@sidbi.in</td> <td>crprasad@sidbi.in</td> </tr> </table>       | A V Syamsundar     | C R Prasad   | 7021051597 | 9029427380 | 044-66636052 | 044-66636045 | avshyam@sidbi.in  | crprasad@sidbi.in |
| A V Syamsundar                              | C R Prasad             |      |                           |   |                    |              |            |            |              |              |                   |                   |
| 7021051597                                  | 9029427380             |      |                           |   |                    |              |            |            |              |              |                   |                   |
| 044-66636052                                | 044-66636045           |      |                           |   |                    |              |            |            |              |              |                   |                   |
| avshyam@sidbi.in                            | crprasad@sidbi.in      |      |                           |   |                    |              |            |            |              |              |                   |                   |

Bandwidth at DC and DR is for both primary and backup links i.e. 50Mbps primary and 50Mbps backup link at respective locations.

**Note**

2Mbps links at DC and DR are for NNI integration and the links would be terminated on router.

\*\*\*\*\*

**END OF RFP**

SIDBI