



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

बैंक के विभिन्न कार्यालयों के लिए इंटरनेट बैंडविड्थ की
खरीद के प्रस्ताव के लिए अनुरोध

**Request for Proposal for Procurement of Internet Bandwidth for
Various Offices of the Bank**

टेंडर सं. / Tender No.	500/2023/1722/CBO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	July 28, 2022, 1000 hours
पूर्व-बोली बैठक / Pre-Bid meeting	August 03, 2022, 1100 hours
बोली जमा करने की अंतिम तिथि / Last date for submission of bids.	August 18, 2022, 1530 hours

Issued By:

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

Small Industries Development Bank of India,
Information Technology Vertical,
Overseas Towers, 2nd Floor, 756-L,
Anna Salai, **Chennai – 600002**, Tamil Nadu

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1. Critical Information

S.N. क्र.सं.	Details / विवरण	
1	Tender No. & issue Date / टेंडर सं. और टेंडर जारी करने की तिथि	500/2023/1722/CBO/ITV dated July 28, 2022
2	Brief description of tender / निविदा का संक्षिप्त विवरण	RfP for procurement of Internet Bandwidth for various Offices.
3	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	August 02, 2022 1530 hours
4	Pre-Bid meeting / पूर्व-बोली बैठक	August 03, 2022 1130 hours
	No clarifications would be given after pre-bid meeting / पूर्व बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा 	
5	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	August 18, 2022 1530 hours
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	August 19, 2022 1130 hours
7	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date / बाद में सूचित किया जायेगा
8	Tender fee (Non-Refundable and inclusive of GST) / टेंडर मूल्य (नॉन रिफंडेबल और जीएसटी को मिलाकर).	1,180/-
9	Earnest Money Deposit / बयाना जमा राशि	Rs.4,70,000/-
	Rupees one lakh seventy thousand Only.	
10	Bid Validity from the last date of bid submission / बोली के वैधता, बोली जमा करने की अंतिम तिथि से	90 days from date of bid submission / बोली जमा करनेकी अंततम ततथि से 90 दन तक
	Address for Pre-bid meeting, Bid Submission and bid opening / पूर्व-बोली बैठक करने का, बोली जमा करने का और बोलियां खोलने पता 	
11	The General Manager (ITV), Small Industries Development Bank of India, Overseas Towers, 2 nd Floor, 756-L, Anna Salai, Chennai – 600002 , Tamil Nadu Phone: 044 - 66636005	महाप्रबंधक (आईटीवी), भारतीय लघु उद्योग विकास बैंक, ओवरसीस टोवर्स, दूसरी तल, 756 एल, अन्ना सलाइ, चेन्नई – 600 002 , तमिलनाडु दूरभाष: 044-66636005
12	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण	
(i)	C R Prasad, DGM 9029427380, crprasad@sidbi.in	सी आर प्रसाद, उ.म.प्र 9029427380, crprasad@sidbi.in
(ii)	Rajesh Joshi, DGM (Systems) 022-67531251, rjoshi@sidbi.in	राजेश जोशी, उ.म.प्र (सिस्टम्स) 022-67531251, rjoshi@sidbi.in
(iii)	Sudhir Tandon, GM (ITV) 0522-4259738, standon@sidbi.in	सुधीर टण्डन, म.प्र. (डीआईवी) 0522-4259738, standon@sidbi.in

- If a holiday is declared on the dates mentioned above, the tender shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.

SIDBI

2. Introduction and Disclaimers

2.1. About SIDBI

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities.

For detailed information about the Bank, visit the Banks website www.sidbi.in.

2.2. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant as on 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.

2.3. 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.

2.4. 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.

2.5. No Legal Relationship

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

2.6. 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.

2.7. Evaluation of Offers

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

2.8. Acceptance of Terms and Selection Process

- 2.8.1. A Recipient will, by responding to the Bank for RfP, be deemed to have accepted the terms of this RfP.
- 2.8.2. Each Recipient / Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.
- 2.8.3. All claims for functional / technical delivery made by the bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.

2.9. Errors and Omissions

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

2.10. Responsibility for Completeness

- 2.10.1. Any supplies and services, which might not have been specifically mentioned in this RfP but, are necessary for the installation, configuration, testing, commissioning, performance or completeness of the solution, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions. The bidder represents that all software and hardware to be supplied in response to this RfP shall meet the requirement of the solution proposed by the bidder.
- 2.10.2. The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.
- 2.10.3. Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take.

2.11. Proposal Ownership

All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

2.12. Non-Transferable Offer

This RfP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

2.13. Notification

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

3. Information to Bidders

3.1. Tender Objective

- 3.1.1. This Request for Proposal (RFP) has been issued by the Bank for procurement of **Internet Leased Line (ILL) connectivity** service for various Bank's locations (**Refer Annexure -XIV**) from two different ISPs.
- 3.1.2. SIDBI intends to procure Dedicated (1:1) uncompressed, unfiltered and unshared Internet bandwidth from **TWO (2) SP** along with IPv4 and equal numbers of IPv6 Public IP address for creation of GRE tunnels, under complete managed services for a period of **THREE YEARS** extendable (at discretion of the Bank) upto another two years or part thereof.
- 3.1.3. The bidder to note that, based on its business requirements bank may also procure Internet bandwidth for any location other than the locations mentioned in the current RfP at the contracted rate as and when required during period of contract.
- 3.1.4. The services are complete managed services wherein the SP has to provide the requisite bandwidth, router and other hardware required for connectivity. Further, the ISP has to carry out management, monitoring, reporting, configuration changes required by bank from time to time etc.
- 3.1.5. Rate contract for future:
- 1 Upgradation of Internet bandwidth.
 - 2 Addition of links at other locations / offices.
- 3.1.6. The bank would shortlist multiple service providers as per procedure laid out in section-7 "Evaluation Methodology".

3.2. Pre-bid Meeting Online

- 3.2.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 3.2.2. It would be the responsibility of the Bidder representatives (only one person per bidder) to join the online meeting.
- 3.2.3. While sending the clarifications/ queries to the Bank, bidders should mention, without fail, the contact details viz. Name, Official E-mail Id, and Mobile Number of the representative who would be attending the meeting. Bank shall send meeting invite only to the person whose details have been shared with the Bank. The Bank will not be responsible for any issue in connectivity, audio/video quality etc.

In case, the meeting invite is not received by any of the designated representatives latest by **August 02, 2022, 1000 hours**, he/ she should call or mail to Bank's designated officials whose details are given in '**Critical Information**' section of this RfP.

Meeting invite link may also be hosted on Bank's website and CPP portal.

- 3.2.4. Clarification sought by bidder should be made in writing [Letter – duly signed scanned copy only / E-mail etc.] and submitted on or before the date as indicated in the "Critical Information" section.
- 3.2.5. All pre-bid queries to be addressed to the bank officials as per contact details given in '**Critical Information**' section of RfP.

- 3.2.6. 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 website (www.sidbi.in) and CPP Portal (eprocure.gov.in) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 3.2.7. 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 bidders'.
- 3.2.8. The format for submission of pre-bid clarifications is as under, bidder should submit the queries in below format only:

S.N.	Page No. of RfP	Section No. of RfP	Clause as per RfP	Clarification sought by Bidder
1				
2				

3.3. Amendment to Bidding Document

- 3.3.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.3.2. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 3.3.3. The amendment, if any, will be posted on Banks website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>).
- 3.3.4. All Bidders must ensure that such clarifications/ amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

3.4. Language of Bid

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

3.5. Bid Currency

Bids should be quoted in Indian Rupee only.

3.6. 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.

3.7. Period of validity of Bid

- 3.7.1. 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.
- 3.7.2. In exceptional circumstances the Bank may solicit the bidder's consent to extend period of bid validity. The request and response thereto shall be made in writing. The Bid security and price bid (if applicable) provided shall also be extended by the bidder. Any extension of validity of Bids or price (if applicable) will not entitle the Bidder to revise/modify the Bid document.
- 3.7.3. Bank, however, reserves the right to cancel the process and call for fresh quotes at any time during the period, if considered necessary without assigning any reason.

3.8. Deadline for submission of Bids

- 3.8.1. The bids must be received by the Bank at the specified address not later than the date & time specified in “**Critical Information**” section.
- 3.8.2. 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.
- 3.8.3. 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.
- 3.8.4. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.
- 3.8.5. The Bank has the right to reject any or all bids received without assigning any reason whatsoever.

3.9. 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.

3.10. Modification And/ Or Withdrawal of Bids

- 3.10.1. 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.
- 3.10.2. The bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by e-mail (scanned copy) and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 3.10.3. No bid may be modified or withdrawn after the deadline for submission of bids.

3.11. Tender Fee

- 3.11.1. Bidders to submit Non-refundable Bid Price mentioned in “**Critical Information**” section of this RfP, by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled Bank, favouring ‘Small Industries Development Bank of India’, payable at Chennai OR direct deposit to SIDBI account and submission of proof along with bid.
- 3.11.2. In the event of tender getting cancelled, the tender fee will not be refunded. In case the tender is cancelled and re-floated, the bidder who had submitted tender fee against earlier tender will be exempted from payment of tender form cost.
- 3.11.3. Details of SIDBI account are given in **Section 3.12.2(3)**.

3.12. Earnest Money Deposit

- 3.12.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in “**Critical Information**” Section of RfP.
- 3.12.2. EMD should be in the form of:
- (1) Demand Draft / Banker's Cheque in favour of “**Small Industries Development Bank of India**” payable at **Chennai**; OR
 - (2) Bank guarantee (BG) from a Scheduled Commercial Bank / Nationalised Bank valid for a period of one year with three months claim period from the date of

tender. The validity of BG should be from the last date of submission of bid and should be in the format as prescribed in [Annexure -VII](#). **OR**

- (3) Direct Deposit to SIDBI, Chennai account and submission of proof along with the bid. The details of SIDBI, Chennai account:

Beneficiaries name	Small Industries Development Bank of India
Name of Bank	State Bank of India
Account Number	37812235926
Branch Name	SBI, SME Anna Salai Branch, Chennai
IFSC Code	SBIN0070644

- 3.12.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 3.12.4. Request for exemption from EMD (Security Deposit) will not be entertained.
- 3.12.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
- 1 Issue of Lol / purchase order to the selected bidder **OR**
 - 2 The end of the bid validity period, including extended period (if any) **OR**
 - 3 Receipt of the signed contract from the selected Bidder; **whichever is earlier.**
- 3.12.6. Selected Bidder will be refunded the EMD amount / BG only after acceptance of the solution by the Bank and submission of Performance Bank Guarantee by the bidder.
- 3.12.7. The bid security (EMD) may be forfeited:
- 1 If a bidder withdraws its bids during the period of bid validity.
 - 2 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.
 - 3 In case of successful bidder, if the bidder fails to:
 - a) Accept the LOI / Purchase order or sign the contract **OR**
 - b) Furnish the performance guarantee.
 - 4 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.

3.13. **Exemption of Tender Fee and EMD**

- 3.13.1. Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.
- 3.13.2. MSEs bidders are required to submit self-declaration as per [Annexure-XIII](#) of RfP.
- 3.13.3. **Bidders may please note:**
1. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
 2. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile

Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid

3. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
4. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
5. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

3.14. Pre-Contract Integrity Pact

- 3.14.1. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 3.14.2. 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.
- 3.14.3. 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.
- 3.14.4. The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.
- 3.14.5. The details of IEM are:

Name	Shri Nageshwar Rao Koripalli, IRS (Retd.)
email ID	knageshwarrao@gmail.com
Contact Number	9788919555
Address	38, The Trails, Manikonda, R.R. District, Hyderabad – 500089

3.15. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorised 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.

3.16. Authorised Signatory

- 3.16.1. The bidder should submit power of attorney as per the format given in [Annexure -V](#) OR a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to sign the bid documents, to discuss, sign agreements/contracts/purchase order with the bank, raise invoice and accept payments and also to correspond.
- 3.16.2. The proposal/ bid documents shall be duly signed by the authorised signatory (in whose favour power of Attorney is issued).
- 3.16.3. The bid signed by authroised signatory would be binding on the bidder company.

3.17. Non-Disclosure Agreement

- 3.17.1. The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.
- 3.17.2. During the contract period, the Personnel of ISP will have access to confidential information of the Bank such as IP addresses, device configuration, network architecture, etc. The ISP 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 ISP may use the information only for serving the Bank's interest and restrict disclosure of information solely to those employees of ISP 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 ISP under this agreement and require such employees to maintain these obligations.
- 3.17.3. In case the shortlisted bidder 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.
- 3.17.4. The bidder shall submit a non-disclosure agreement as per [Annexure -VI](#) on non-judicial stamp paper of appropriate value.
- 3.17.5. Violation of NDA will lead to legal action against the vendors for breach of trust, forfeiture of PBG and blacklisting.

3.18. Documents to be Submitted

- 3.18.1. The bid shall consist of Pre-qualification/ minimum eligibility criteria, technical bid and Commercial bid.
- 3.18.2. Bidders are required to submit their responses in two non-window sealed envelopes as detailed below:

1.	ENVELOP 1 - MINIMUM ELIGIBILITY
No. of Copies : One Hard Copy and one Soft Copy on PEN DRIVE	
COVER LABEL: "Minimum Eligibility Bid – Procurement of Internet Bandwidth for various offices of the Bank – Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022"	
Cover Contents:	
<ul style="list-style-type: none"> (i) Undertaking from Bidder: Annexure -I (ii) Minimum Eligibility Bid: Annexure -II (iii) Power of Attorney for authorized signatory : Annexure -V (iv) Non-Disclosure Agreement: Annexure -VI (v) Earnest Money Deposit: Annexure -VII or DD or NEFT remittance slip (vi) Bank Mandate Form: Annexure -VIII (vii) Pre-contract Integrity Pact: Annexure -IX (viii) Statement of Deviations: Annexure -X (ix) Certificate of local content: Annexure -XI 	

(x) Self-declarations for MSEs and Startup: Annexure -XIII

2.	ENVELOP 2 - TECHNICAL BID
No. of Copies: One Hard Copy and One Soft Copy on PEN DRIVE	
COVER LABEL: "Technical Bid - Procurement of Internet Bandwidth for various offices of the Bank – Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022"	
Cover Contents:	
Technical Bid	Annexure -III

3.	ENVELOP 3 - COMMERCIAL BID
No. of Copies: One Hard Copy and One Soft Copy on PEN DRIVE	
COVER LABEL: "Commercial Bid - Procurement of Internet Bandwidth for various offices of the Bank – Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022"	
Cover Contents:	
Commercial Bid	Annexure -IV

- 3.18.3. Both the sealed envelopes should be kept in one large envelop (outer cover) and superscribed "**RfP for Procurement of Internet Bandwidth for various Offices of the Bank**". The company and contact details of bidder to be written on the envelop. 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.
- 3.18.4. Any deviations from the specifications or terms and conditions should be clearly brought out in the bid in the **Annexure -X** (statement of deviations).
- 3.18.5. 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.
- 3.18.6. Each of the envelope(s) shall be addressed to the Bank at the address given below:
- The General Manager, ITV,
Small Industries Development Bank of India,
Overseas Towers, 2nd Floor,
756-L, Anna Salai, Chennai – 600002, Tamil Nadu
- 3.18.7. The bidders are required to submit physical copies only. However, printout of digitally signed (verified & valid) documents will be accepted provided the documents are digitally signed by authorised signatory on whose behalf power of attorney is issued. Document with invalid digital signature will not be accepted.

3.19. Price

- 3.19.1. Prices quoted by the bidder should include all costs viz., GST, duties, levies, transportation costs, travelling, training, support, configuration changes etc. It may be noted that Bank will not pay any amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the contracted price.
- 3.19.2. 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.

- 3.19.3. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees etc. in connection with delivery of goods at respective sites including incidental services and commissioning.
- 3.19.4. While any increase in the rates of applicable taxes or impact of new taxes imposed by GoI, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to the bank in its favour. This will remain applicable throughout the contract period.
- 3.19.5. No other cost whatsoever other than whatever is quoted and accepted by the bank will be paid to the bidder by the bank.

3.20. No Commitment to Accept Lowest or Any Offer

- 3.20.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 3.20.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 3.20.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 3.20.4. The bank reserves the right to re-tender or cancel the bidding process at any stage of the bidding process without assigning any reason.

3.21. Contacting the Bank

- 3.21.1. 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.
- 3.21.2. 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.

3.22. Right to Reject Bids

- 3.22.1. The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter.
- 3.22.2. The bid is liable to be rejected due to occurrence of any of the following conditions:
- 1 It is not in conformity with the instructions mentioned in the RFP document.
 - 2 It is not accompanied by the requisite tender form cost and EMD.
 - 3 It is not properly or duly signed.
 - 4 It is received through Telex / telegram / fax / e-mail.
 - 5 It is received after expiry of the due date and time.
 - 6 It is incomplete including non- furnishing of the required documents.
 - 7 It is evasive or contains incorrect information.
 - 8 There is canvassing of any kind.
 - 9 It is submitted anywhere else other than the place mentioned in the RFP.

3.23. Opening of Bids

- 3.23.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the

tender document. The bidders' representatives who are present in the meeting shall sign a document evidencing their attendance.

- 3.23.2. 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.
- 3.23.3. The Bidder name and presence or absence of requisite EMD, RfP cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 3.23.4. 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.

4. Scope of Work

4.1. Current Setup

- 4.1.1. SIDBI has its branches / offices across the Country. All locations are connected over SDWAN based MPLS VPN.
- 4.1.2. Currently, the locations access Internet over WAN from central Internet gateways at DC and DR. Further, the Bank has subscribed to Zscaler Internet Access (ZIA) a SaaS based solution. ZIA agent is loaded on the endpoints for Internet access.
- 4.1.3. In order to have local breakout for Internet connectivity at the locations, the Bank intends to procure dedicated Internet Leased Line at the locations.

4.2. Classification of Locations

- 4.2.1. The locations of the Bank are classified into two categories viz., Category 'A' and Category 'B'

S.N.	Location	Type	Bandwidth Requirement (Mbps)	
			Initial*	Scalable
A.	Category A			
1	Lucknow	Head Office	100	200
2	Mumbai	Mumbai Office	100	200
3	New Delhi	Regional Office	100	200
4	Chennai	Regional Office	50	100
B.	Category B			
1	Ahmedabad	Regional / Zonal Office	50	100
2	Chandigarh		30	60
3	Gurgaum		20	40
4	Pune		30	60
5	Kolkata		10	20
6	Bangalore		20	40
7	Hyderabad		30	60
8	Jaipur		20	40

*PO will be placed based on actual bandwidth requirement at the location

4.3. Bandwidth, Last Mile Connectivity

- 4.3.1. The bidder to provide dedicated premium Internet Bandwidth (uncompressed, unfiltered, and unshared) with single last mile connectivity along with 4 numbers of IPv4 and equal number of IPv6 public IPs (at each of the location.
- 4.3.2. The ISP shall provide ingress committed rate (ICR) and egress committed rate (ECR) between the CE (Customer Premises Equipment) and the corresponding PE (Provider Premises Equipment) for each of the location such that ICR = ECR = bandwidth specified for that location in this RFP document. In other words, the ISP shall ensure that the links can be used in full duplex mode with sending and receiving available on the same circuit.
- 4.3.3. The ISP shall ensure to provide WIRED last mile connectivity. **Wireless last mile is not accepted.**
- 4.3.4. Last mile connectivity between Banks locations and their local POP or exchange using their own infrastructure i.e., bidder should not hire last mile from another ISP.

In case of existing WAN service providers, the last mile has to be extended from alternate PoP.

- 4.3.5. During the period of contract based on its business requirements, Bank would upgrade the bandwidth of the locations as per the contracted rate.
- 4.3.6. The ISP will obtain all the necessary clearances, permissions, licenses/permit etc. from all the authorities concerned to provide network connectivity at the Bank's locations as specified in this document.
- 4.3.7. The Bank may during the period of contract may, make arrangements for Public IP Addresses and ASN from the APNIC. In that case and on demand from the Bank, the ISP unconditionally shall have to configure these IP addresses and on successful commissioning, shall withdraw their own IP addresses. No additional cost whatsoever would be paid by the Bank.

4.4. Customer Premises Equipment

- 4.4.1. The bidder to provide router at all the locations under OPEX basis.
- 4.4.2. The router proposed by the service provider should support from day one:
 - 1 Category A locations - maximum bandwidth of 300Mbps and
 - 2 Category B locations - maximum bandwidth of 100Mbps
- 4.4.3. The router should have at least one WAN interface and two LAN interfaces.
- 4.4.4. The IOS should be enterprise grade and support all the features / security required for creation of GRE and IPSec tunnels.
- 4.4.5. The router supplied by bidder should be rack mountable. Rack mount kit to be provided by the bidder.
- 4.4.6. The handoff should be on ethernet.

4.5. Installation, Configuration and Integration

- 4.5.1. Rack mounting of router and termination of links (WAN & LAN).
- 4.5.2. Cabling:
 - 1 The Service Provider should do all internal cabling till CPE for successful commissioning of the link without any additional cost to the Bank. Service Provider should provide all required cables for connecting to the router at no extra cost to the Bank.

The Bank would assist the Service Provider in providing details of ducts / raceways for drawing the cables. However, drawing of cables to be carried out by the Service Provider.
 - 2 All cabling should be neat and structured with PVC conduit / casing / flexi-pipe with proper clamping.
- 4.5.3. During installation, if any damage is done to the Bank / 3rd party property during execution of work or subsequently, the Service Provider has to replace/make good the damaged property at its own cost and pay compensation, if any.
- 4.5.4. 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 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.

- 4.5.5. The service provider shall ensure that all employees scheduled to work on Bank's premises adhere to Covid-19 norms prescribed by respective state, fully vaccinated (both the doses) and require to submit the proof, prior to carrying out any work in the premises.
- 4.5.6. The bank would not pay any additional cost whatsoever for aborted visits by the engineer.
- 4.5.7. The service provider shall carry out site survey of the locations for identification of space, power requirements etc. The site survey report should be submitted to the Bank to make the site available for installation.
- 4.5.8. Configuration of GRE and / or IPSec tunnels between the router and SaaS service provider based on Bank's requirement.
- 4.5.9. Termination of LAN connectivity of the router on existing SDWAN devices at each of the location, in coordination with Bank's existing service provider.
- 4.5.10. Hardening of router as per Bank's guidelines. Hardening guidelines will be shared by the Bank to shortlisted bidder(s).
- 4.5.11. The ISP should not block any website without the prior permission of SIDBI, except those sites as directed by Govt. However, any abnormal behavior observed should be immediately reported to SIDBI.
- 4.5.12. Bank would be carrying out VC with external parties over Internet, the link should support VC and protocol(s) should not be blocked.

4.6. **Commissioning of Links**

- 4.6.1. The ISP shall commission the link using proper tagging and labeling. The ISP shall provide necessary equipment (excluding network switches which will be provided by Bank) required for commissioning of the links at specified locations. The ISP should ensure the link is compatible with Bank's network equipment viz. switches.
- 4.6.2. The ISP must maintain proper documentation having correct and latest information on network architecture such as logical & physical setup for each location, master database of all the sites along with inventory of links (from/to location details), bandwidth details, physical ports on which the link has been terminated, circuit ID, IP addresses, register containing incident and their resolution details etc. at a central location throughout the currency of the contract.
- 4.6.3. The ISP shall provide full routing table of IPv4 and IPv6 and dynamic routing protocol supported. ISP shall ensure that there shall not be any restriction on the number of routes that needs to be maintained on devices under the control of the ISP for all practical purposes.
- 4.6.4. The ISP shall ensure that all network components/sub-components in their network that supports IPv4 should also support IPv6.
- 4.6.5. The performance testing may be conducted by the service provider **once in 6 months** with BERT report or any better report measuring performance and submit the report. The Bank may ask for performing tests any time depending on the degradation of the performance and any surprise/random checks, may be due to audit requirements. For regular checking of the latency the Bank's router to ISP POP device may be considered with latency not more than 3 ms when the link utilization <70%.

4.7. **Online Portal**

- 4.7.1. The ISP shall provide to the Bank and Bank's Network Integrator access to an online monitoring portal (realtime) providing the following details:

- 1 Link status such as link up or down, down since, reason for down, expected time for resolution (ETR), last mile ISP, circuit ID, incident number etc. shall be available
 - 2 Packet loss, jitter and latency reports till the Bank's perimeter device
 - 3 DDoS reports
 - 4 Utilization, performance, latency, packet drop, jitter etc., reports on Real Time, Hourly, Daily, Weekly, Monthly basis.
 - 5 Online call logging
- 4.7.2. The portal should also provide downloadable SLA reports for each month for the entire duration of the contract. It should also have the capability of generating reports in different formats like MS-Excel (including PDF) as required by the Bank.
- 4.7.3. The incident handling portal should have facility to integrate with the incident management portal managed by Bank at the Bank's NOC, whenever required.
- 4.7.4. The portal shall also display up-to-date contact details of the helpdesk and single point of contact (name, designation, telephone numbers, Email ID) as well as the escalation matrix. This information shall be used by the Bank/NI to seek support, log complaints etc. This portal should be made available within 30 days from the date of issuance of PO/Lol.
- 4.7.5. The ISP shall provide link-wise report of SLA performance for all locations/links at monthly intervals as specified by the Bank in this document.

4.8. Management, Monitoring, Reporting & Support

- 4.8.1. End to end link management and maintenance (including router) should be performed by the ISP on a 24x7x365 basis. As and when required the ISP should be deploy engineer on-site for assisting the Bank in re-configuration / troubleshooting during the entire period of contract.
- 4.8.2. The ISP should provide operational support (viz. end to end link monitoring, maintenance, configuration changes as per Bank's requirement etc.) after Installation, deployment, and operationalization of the links during the entire period of contract. No additional cost whatsoever would be provided by the Bank.
- 4.8.3. The ISP shall have an arrangement for lodging/registration on 24X7X365 basis of issues/complaints/change requests through various channels such as web portal (ticketing tool), email, SMS, toll free number etc. with the designated officials of the ISP. Primarily, the Bank's Network Integrator shall lodge the issues/complaints on behalf of the Bank. A standard operating procedure (SOP) shall be shared with the Bank in this regard by the ISP which shall also contain, inter alia, escalation matrix up to Chief Operating Officers. The ISP shall assign a unique number identifying the issue/complaint lodged by the Bank irrespective of the mode used and also assign a severity level for each of the issue. The ISP shall provide well trained service support staff to effectively handle the queries/issues raised by the Bank. The ISP should have well defined capabilities and procedures to track call resolution progress, status and provide the updates to the customer.
- 4.8.4. For the Support services & SLA where involvement of third party service provider is required, there should be a Back to Back agreement between ISP & third party service provider. The Services from the third party service provider should be available round the clock.
- 4.8.5. The Bank has network team for monitoring and liasoning with service provider for network related issues. The Bank network team will be single point of contact with the ISP NOC team for all service related issues.

- 4.8.6. The ISP shall ensure availability of adequate number of field engineers (dedicated/non-dedicated) for handling any configuration/fault/repair etc. within the timelines stipulated in this RFP.
- 4.8.7. The ISP to provide details of call lodging procedure along with escalation matrix. The ISP has to keep the escalation matrix up to date during the entire period of the contract.
- 4.8.8. The ISP shall notify well in advance (not less than 07 working days) to the Bank& NI about any scheduled/planned changes/maintenance activities to be undertaken by the ISP that may affect the performance of the specified locations either directly or indirectly and arrangements shall be made to ensure connectivity at the Bank. Such activities should be planned during off-peak hours of the Bank's operating hours. In case the Bank has any other activity planned which may be affected, then the ISP should reschedule their activity accordingly as per mutual agreement between Bank/NI and ISP.
- 4.8.9. ISP shall also ensure to dismantle their setup at the Bank's premises once the termination of contract/particular link is mandated by the Bank. The ISP should remove their hardware / equipment from the Bank's premises within **ONE WEEK** from the date of decommissioning / termination of contract of that link(s).
- 4.8.10. Additionally, the ISP shall provide extra support and cooperation during the Bank's DR drills/ exercises.
- 4.8.11. The ISP should provide incident alerts and their updates till their closure/resolution through email and SMS to Bank's officials and network integrator (NI). The email or SMS should be sent to specified group of users depending on the location of the affected site(s) as well as to the Central Monitoring Team (CMT) of the Bank/NI. The ISP shall provide Reason for Outage (RFO) report within 24 hours from the time of its occurrence. It shall be the responsibility of the ISP to provide the detailed RCA (root cause analysis) report within 3 working days from the date of incident as well as Action Taken Report (ATR) and preventive actions for the issue/incident reported, within 3 working days signed by Technical/Operations Manager from the time of its occurrence.
- 4.8.12. The ISP shall also be responsible for the preparation of the "Incident Management Process" document in consultation with the Bank and Bank's NI wherein the entire process/procedure shall be defined pertaining to various activities involved for raising and resolving any incident during the tenure of the contract. The ISP has to take remedial/corrective/preventive actions proactively in order to achieve the performance parameters (as specified in this RFP) associated with the links under the scope of this RFP.
- 4.8.13. ISP shall also ensure to dismantle their setup at the Bank's premises once the termination of contract/particular link is mandated by the Bank. The ISP should remove their hardware / equipment from the Bank's premises within **ONE WEEK** from the date of decommissioning / termination of contract of that link(s).

4.9. Preventive Maintenance

- 4.9.1. ISP shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of every **HALF YEAR** during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require ISP to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

- 4.9.2. Preventive maintenance activity should take care of physical verification, device configuration verification, device health checkup, fine-tuning the configuration, security checkup, verification of bugs/patches, up-gradation of firmware/IOS to the latest version (if available from OEM) etc.

4.10. Upgradation / Downgradation of Bandwidth

- 4.10.1. Bank may upgrade / downgrade the bandwidth from the initial contracted value to higher / lower value permanently as per the contracted rate.
- 4.10.2. The ISP must ensure upgrade/downgrade of link bandwidth as and when required by the Bank within **ONE week** from the date of issue of PO in case of soft upgrade and downgrade. If there is hardware changes same should be done within **FOUR weeks** from the date of receipt of purchase order/LOI
- 4.10.3. Payment would be made as per the contracted rate for that, particular capacity on prorate basis.
- 4.10.4. For any such upgrade/downgrade One Time Charges (OTC) if any, will not be applicable. ISP should plan for shifting without any downtime in the services except for the resilience period at the time of configuration.

4.11. Shifting of Links

- 4.11.1. Due to business requirements bank may shift to any location within India. The shifting may be to alternate bank premises or co-location (third party premises).
- 4.11.2. In case of shifting to alternate location of Bank / third party, ISP would be intimated to carry out feasibility study. The ISP has to submit feasibility report **within ONE WEEK** from the date of intimation.
- 4.11.3. If the ISP is feasible at new location, Bank would place order with the ISP at the contracted rate for shifting and operationalization of links.
- 4.11.4. The ISP should carry out de-commissioning, dismantling, un-mounting of hardware from the old location and commissioning, rack mounting and configuration of hardware etc at the new location. Packing and Physical shifting of CPE will be undertaken by Bank. Support should be applicable at new location. No additional cost other than what is contracted would be paid by Bank.
- 4.11.5. The ISP has to commission the links at new location **within FOUR WEEKS** from the date of purchase order.

4.12. Review meetings

- 4.12.1. A quarterly review of the performance of links to be conducted with Bank and Bank's NI. Minutes of the meeting should be duly sent to all stakeholders along with change request procedure followed for planned changes
- 4.12.2. Bidder to forward the minutes of the minutes within 5 working days.
- 4.12.3. All review meetings will be held at SIDBI, IT Vertical. Currently, IT Vertical managing connectivity is at Chennai.

4.13. Providing MIB of Router

The ISP to provide MIB of the Router installed as part of solution to enable the Bank team to configure for additional monitoring, if required. The Bidder to note that it is only additional monitoring employed by Bank on its own interest.

4.14. Others

- 4.14.1. Any equipment (if necessary), for providing the last mile connectivity will have to be supplied, installed and maintained (all throughout the service period) by the ISP and shall remain their property.
- 4.14.2. All the equipment supplied by the ISP to provide Internet bandwidth should comply with the policies laid down by the Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice/video and data traffic from a location outside the country.
- 4.14.3. The Bidder will be solely responsible for all liaisoning, regulatory and follow up jobs with the external agencies e.g. DoT, WPC etc, for submitting applications/papers seeking all necessary approvals to meet project requirements/submission of payments etc., during project planning, execution, and tenure of contract.
- 4.14.4. Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access etc., of Internet link the same will be intimated to the Bidder. The ISP to carry out the changes for enabling bank to comply on the same. No additional cost would be paid by Bank.
- 4.14.5. The ISP must provide inputs/information as and when required and demanded by the Bank for various audit requirements such as Regulatory Audit, IS Audit, Network Security Review Audit, Management Audit etc.
- 4.14.6. The ISP shall close all the vulnerabilities and implement/comply with all the recommendations submitted by such auditors/bank's security teams on receiving the instructions from the Bank, for the infrastructure and connectivity provided.
- 4.14.7. One Program Manager should be assigned to the Bank, who would be single point of contract for delivery, installation, commissioning and testing of end-to-end link connectivity till deliverables acceptance process is completed.
- 4.14.8. The ISP shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, during Contract period, not more than four occasions in preceding 90 days, it shall be replaced by equivalent/ superior new equipment / link / cross connect or part thereof by Vendor immediately at free of cost during the contract period. MTBF should be 1 hour for any link.

4.15. Site Inspection

- 4.15.1. The bidder has to inspect the respective locations within 7 working days after issue of order/Lol for site requirement analysis i.e. space, cabling, electrical power requirement (number of sockets and their capacity etc) required for installation of hardware and termination of MUX.
- 4.15.2. The bidder should submit site inspection report indicating the details of requirement.
- 4.15.3. The bidder scope under cabling is upto the router provided by them.
- 4.15.4. All external cabling has to be carried out with proper clamping and labeling.
- 4.15.5. In case of any damage to Bank property during equipment delivery and installation attributable to the bidder, bidder has to replace the damaged property at its own cost.

4.16. Responsibility of SIDBI

- 4.16.1. Make available site for installation with UPS power, rack space, earthing and patch chords/panels (fiber / UTP).
- 4.16.2. Provide details of contact person at the location/office who would be coordinating during installation.
- 4.16.3. Providing downtime for installation / preventive maintenance of equipment. The vendor should communicate at least one week in advance, the proposed date for

preventive maintenance etc, based on which downtime would be obtained from the locations/offices.

SIDBI

5. Service Level Agreement

5.1. Performance Requirement

- 5.1.1. The infrastructure providing ILL to the Bank should always be kept 100% up and running as also has the high availability at every layer upto the landing point at Bank's DC/DR/locations. The ISP shall have robust, resilient, and redundant network architecture with built-in redundancy at various levels including at network component level, site level, POP level etc.
- 5.1.2. All SLA terms will be site wise.
- 5.1.3. This SLA describes the Service Levels applicable to the Non-achievement of a Service Level may attract Liquidity Damages, as set out in this SLA.

5.2. Uptime

- 5.2.1. Bidder should give uptime guarantee of **99.5% on monthly basis**. In case uptime falls below the guaranteed level, the Bank shall be entitled to impose Liquidity Damages
- 5.2.2. Total allowed downtime in a month for the Internet link should not exceed 0.5% of the available time for that month.
- 5.2.3. The links will be treated as down if the service is not accessible. i.e., hardware failure and/or link failure.
- 5.2.4. For purpose of calculating LD, uptime is calculated as under:
Uptime (%) = [(Sum of total hours during month - Sum of downtime hours during month) X 100] / Sum of total hours during the month
- 5.2.5. **Exclusions:**
 1. Scheduled downtime mutually agreed, to be excluded from calculation of uptime.
 2. Downtime due to force majeure.
 3. Downtime due to power failure at site.
 4. Any downtime, other than mentioned in item as above will be excluded for calculation of uptime, if mutually agreed in writing by the bidder and SIDBI.

5.3. Other Parameters of SLA

- 5.3.1. Committed Information Rate (CIR): 100% (non blocking)
- 5.3.2. Latency local lead: < 3ms
- 5.3.3. Packet loss / drop: 1 out of every one million packets
- 5.3.4. Jitter: < 5ms, wherever applicable.
- 5.3.5. Proactive monitoring Internet Links end-to-end and Help Desk support:24X7X365
- 5.3.6. Online portal for bandwidth utilization, link performance, latency, jitter etc.:
 - 1 Real Time, Hourly, Daily, Weekly and Monthly
 - 2 Vendor should provide unique User ID and Password to access the customer portal for viewing reports and alerts.
 - 3 The bidder to note that from Bank end multiple users would be accessing the portal for monitoring the link performance. Hence, multiple unique users IDs to be provided.

5.3.7. Incident Reporting : Monthly

5.3.8. Responding to issues/complaints lodged by the Bank/NI:

Technical Severity Level	Time to Respond	Description	Example
Level 1 (High)	15 Minutes	Non-availability of network connectivity	Isolation of a location on account of link failure.
Level 2 (Moderate)	30 minutes	Major performance degradation in the services	Breach in performance parameters (e.g., more than 10% latency, flapping of links, etc.) with significant impact on the functioning of the link.
Level 3 (Low)	60 Minutes	Minor performance degradation in the services	Breach in performance parameters with no or minimal impact on the functioning of the link.

6. Special Terms and Conditions

6.1. Period of Contract

- 6.1.1. The period of contract is for a period of Three Years from the date of acceptance of the service.
- 6.1.2. The Bank reserves the right to extend the contract for additional period of 2 years or part thereof, beyond the contractual period of three years under the same terms and conditions.

6.2. Delivery and Installation Schedule

- 6.2.1. The Bidder should deliver and commission the links including Router within **FOUR WEEKS FROM THE DATE OF PURCHASE ORDER / LOI**. The bidder should commission the links by providing temporary router with all the features within 4 weeks from date of Purchase order. Payments will be made as per contract. Further, the proposed router should be delivered within 8 weeks from date of PO and the temporary router may be removed.
- 6.2.2. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.

6.3. Delivery and Installation Locations

- 6.3.1. The equipment and links to be delivered, installed, commissioned and maintained (including support) as per details given in **Annexure**.
- 6.3.2. Any change in bank contact details will be intimated to shortlisted bidder.

6.4. Terms of Payment

- 6.4.1. The standard payment terms of SIDBI are given below:
1. Payment of recurring charges will be paid quarterly in arrears in equal installments.
 2. Payment of first installment will be released only after submission of Performance Bank Guarantee and finalization of contract document.
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.
 3. The LD towards default in any quarter will be deducted in subsequent quarter and for the last quarter of the contract, LD would be deducted from the amount payable for the last quarter.
 4. The bidder before raising invoice has to collect the LD statement of previous quarter from the Bank and raise invoice for the quarter along with credit note for LD for previous quarter. The net of same will be released.
 5. Payment for subsequent quarters will be made only after the payments of previous quarters have been released.
- 6.4.2. All the payments will be made by SIDBI electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form (as per **Annexure –VIII**) along with cancelled cheque in original with Minimum Eligibility bid.
- 6.4.3. Bidder will be required to furnish the documentary proof as specified above while claiming the appropriate payment.
- 6.4.4. TDS, if any, will be deducted while releasing the payment.
- 6.4.5. All Payments will be made to the Bidder in Indian Rupee only.

- 6.4.6. All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/invoice, if applicable.

In case of LD to be charged to bidder, bank will intimate the amount of LD and bidder has to raise credit note/invoice. The amount payable would be net of debit and credit note / invoice.

- 6.4.7. **Payment in case of Termination of contract** – In case the contract is terminated payment will be made on pro rata basis for the period services have been delivered, after deducting applicable LD, TDS and adjusting other pending charges, if any.
- 6.4.8. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 6.4.9. 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

6.5. **Liquidity Damages**

- 6.5.1. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages.
- 6.5.2. 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, performance etc. of the deliverables) by the Bidder.

6.5.3. **Delay in Implementation / commissioning**

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

6.5.4. **Delay in Upgradation and Downgradation**

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

6.5.5. **Delay in Shifting of Links**

1. Non submission of feasibility report and / or carrying out of shifting / commissioning of links at new location as per schedule mentioned above will attract LD as specified below:
 - a) The vendor should also undertake to carry out feasibility within **1 WEEK** from the date of intimation and actual shifting of links within **3**

WEEKS from the date of purchase order i.e., total **4 WEEKS**. In case there is delay in shifting, Bank will impose penalty of 1% of the shifting cost per week delay subject to a maximum of 10% of shifting order value.

- b) If the successful bidder fails to commission/upgrade the link as mentioned above, the Bank has rights to cancel the contract
2. In case bidder is non-feasible at alternate location during shifting of Bank (Bank premises / DC / DR), Bank would surrender the respective link by giving **ONE MONTH** notice. Payment for that particular link would be paid till the date of termination. No other cost whatsoever would be paid.

6.5.6. **Availability / Uptime**

1. If the uptime of 99.50% is not maintained for any month, the LD will be charged as under:

Uptime (%) Per Month	Liquidated Damages
Committed SLA $\geq 99.5\%$	Nil
≥ 98.50 and < 99.50	10% of monthly BW & Router charges
≥ 97.50 and < 98.50	20% of monthly BW & Router charges
≥ 96.50 and < 97.50	30% of monthly BW & Router charges
≥ 95.50 and < 96.50	40% of monthly BW & Router charges
Below 95.50	50% of monthly BW & Router charges

Example: If there are 30 days in a calendar month, then total time would be 43,200 minutes. The acceptable down time would be 216 minutes (0.50%) for making full payment for the month based on following calculations. $(43200 - 216) / 43200 * 100 = 99.50\%$.

2. Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, during Contract period, not more than four occasions in preceding 90 days, it shall be replaced by equivalent/ superior new equipment / link / cross connect or part thereof by Vendor immediately at free of cost during the contract period. MTBF should be 1 hour for any or both links at one Data Centre

6.5.7. **Breach in Latency**

If latency of links is $> 1\text{ms}$ for continuous period of more than 30 minutes (for last mile media), the Bank will impose LD of 0.5% of monthly bandwidth charges for every hour or part thereof (excluding the first 30 minutes).

Note: Latency will be measured between Bank's Data Centre / DR router and the ISP PE router. The latency report may be sought by the Bank during the period when a problem is reported. If no problems reported, the ISP should conduct BERT report for every 3 months period.

6.5.8. **Breach in Jitter (if applicable)**

If jitter of links is $> 5\text{ms}$ for continuous period of more than 30 minutes, the Bank will impose LD of 0.5% of monthly bandwidth charges for every hour or part thereof (excluding the first 30 minutes).

6.5.9. **Packet Loss**

If packet loss is > 1 in one million, the Bank will impose LD of 0.5% of monthly bandwidth charges for every hour or part thereof (excluding the first 30 minutes).

6.5.10. **Breach in responding to issues/complaints lodged by the Bank/NI**

Technical Severity Level	Expected Response Time	LD for delay in response
Level 1 (High)	15 Minutes	Rs.1,000/- per incident
Level 2 (Moderate)	30 Minutes	Rs.500/- per incident
Level 3 (Low)	60 Minutes	Rs.250/- per incident

- 6.5.11. Levy of LD is without prejudice to other rights and remedies available under this agreement
- 6.5.12. The ISP should proactively monitor the downtime status and advise the Bank.
- 6.5.13. LD, if any, shall be calculated for every month and recovered from payments to be made at the end of every quarter. The invoice amounts raised every quarter should have provision for deduction of penalties as calculated by ISPs, and only net amounts should be claimed for payment.
- 6.5.14. **LD Cap** – The maximum cap of LD for 7.5.6 to 7.5.10 shall be 20% of the monthly bandwidth & router rental charges.

6.6. Termination

6.6.1. **Termination for default**

- Bank may, without prejudice to any other remedy for breach of contract, by written notice of not less than 30 (thirty) days, terminate the contract in whole or part:
 - If the ISP fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract or
 - If the bidder fails to perform any other obligation(s) under the contract.
 - Violations of any terms and conditions stipulated in the RFP;
- Prior to providing a written notice of termination to ISP under above clause, the Bank shall provide ISP with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.
- If the Contract is terminated under any termination clause, ISP shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- During the transition, ISP shall also support the Bank on technical queries/support on process implementation.

6.6.2. **Termination for insolvency**

Bank may at any time terminate the Contract by giving written notice to the ISP, if the ISP becomes bankrupt or otherwise insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. 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.

6.6.3. **Termination for convenience**

Notwithstanding anything mentioned above, the Bank reserves the right to cancel / terminate the contract or surrender IP addresses with **60 days'** notice, without assigning reasons thereto. In such case payment till the termination of the contract would be paid on prorata basis.

6.7. Periodic Review & Inspection

- 6.7.1. Bank will conduct annual review to ascertain performance and financial stability of the ISP.
- 6.7.2. ISP shall be required to submit the audited annual financial statements along with all Appendix and schedules within 30 days of the same being published.

6.8. Acceptance

- 6.8.1. The acceptance / performance test will be performed after completion of installation and commissioning of all the required hardware and links at respective location. The services should be up and running with all hardware/software delivered and installed by the Bidder prior to acceptance of the same.
- 6.8.2. 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.
- 6.8.3. 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.
- 6.8.4. 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.
- 6.8.5. 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.
- 6.8.6. Acceptance test criteria for all the hardware items and services is given below:

S. N	Nature of activity	Remarks
1	Physical Delivery of the hardware, links etc.	The bidder has to deliver and install the hardware, links etc., mentioned in the PO at respective locations.
2	Configuration/ Installation and Commissioning	<ul style="list-style-type: none"> The bidder will install, configure as per SoW, commission the links at respective locations as per the SoW mentioned in RfP. BERT report - Jitter, latency and packet drop will be measured between ISP cloud and Bank's network measured with BERT or any equivalent report. During acceptance testing bidder to demonstrate and submit report on various parameters pertaining to SLA such as BW, latency, packet loss, jitter etc. and also link details.

S. N	Nature of activity	Remarks
		<ul style="list-style-type: none">On completion of task, the bidder should submit Installation certificate duly signed by SIDBI officer and bidder engineer.
3	Acceptance Certificate.	<ul style="list-style-type: none">After successful testing by the Bank acceptance certificate will be provided.The acceptance would be for both link and Router.

7. General Terms and Conditions

7.1. Definitions

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

- 7.1.1. "The Bank", "SIDBI", "Purchaser", "Buyer" means Small Industries Development Bank of India (SIDBI);
- 7.1.2. "Bidder" means the respondent to the RFP document.
- 7.1.3. "Bid" means the written reply or submission of response to this RFP.
- 7.1.4. "RFP", "Tender", "RfP", "Bid document" means the 'Request for Proposal document.
- 7.1.5. "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;
- 7.1.6. "Vendor/Service Provider/ISP/Selected bidder" is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as shortlisted bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- 7.1.7. "Services" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- 7.1.8. Last mile means the physical connectivity i.e. L-1 media from the service provider POP to the Bank's DC/ DR boundary device where the devices are being managed by the ISP.
- 7.1.9. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 7.1.10. "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;
- 7.1.11. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance contract and other such obligations of the Supplier covered under the Purchase Contract;
- 7.1.12. "The Project Site" means DC, Mumbai, DR Site, Chennai or any other location of Small industries Development Bank of India.

7.2. Execution of Contract

- 7.2.1. The Bank would enter into a contract with the shortlisted bidder. The contract document would be based on all the terms and conditions mentioned in the RfP.
- 7.2.2. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

7.3. Use of Contract Documents and Information

- 7.3.1. 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.

- 7.3.2. 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.

7.4. Subcontracting

- 7.4.1. 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.
- 7.4.2. 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. In such a case, the Bidder shall provide subcontracting details to the Bank and if required, Bank may evaluate the same.

7.5. Governing language

- 7.5.1. 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.
- 7.5.2. The technical documentation involving detailed instruction for operation and maintenance, users'
- 7.5.3. Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

7.6. Applicable laws

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

7.7. 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.

7.8. 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.

7.9. Performance security

- 7.9.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value and valid for **period of contract + SIX months** (invocation period) from the date of acceptance of the services.
- 7.9.2. For the purpose of BG, the contract value is sum of cost of bandwidth charges (Table-1) and Router rental charges (Table-2).
- 7.9.3. The performance guarantee to be submitted within ONE month after acceptance of services and before release of first quarter payment.
- 7.9.4. Since the validity of the BG is linked to the acceptance of the services, the bidder shall submit the BG only after getting the confirmation from the Bank about the acceptance.

7.10. 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.

7.11. Insurance

- 7.11.1. The ISP is responsible for acquiring insurance for all components, equipment and software throughout the period of contract. The goods supplied under the Contract shall be fully insured.
- 7.11.2. The insurance shall cover "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid throughout the period of contract. If the ISP fails to obtain insurance cover and any loss or damage occur, the ISP will have to replace the items with new ones without any cost to the Bank.

7.12. Change / Modification in Delivery Locations

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 links / hardware items, required for commissioning of the links, are to be delivered, the bidder in such cases shall deliver, install and commission at new locations, subject to feasibility, at no extra cost to the Bank. In case the bidder is not feasible at the new location, the Bank would terminate the contract for the location.

7.13. Right to Alter Quantities

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

7.14. No Commitment to Accept Lowest or Any Offer

- 7.14.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 7.14.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 7.14.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any

point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

7.15. 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.

7.16. 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.

7.17. Business Continuity

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

- 7.17.1. 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.
- 7.17.2. 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

7.18. Patent Rights

- 7.18.1. 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.
- 7.18.2. 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.

7.19. 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:

- 7.19.1. **“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.
- 7.19.2. **“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.

- 7.19.3. **“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;
- 7.19.4. **“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
- 7.19.5. **“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
- 7.19.6. 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.

7.20. **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.

7.21. **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.

7.22. **Confidentiality**

- 7.22.1. This document contains information confidential and proprietary to Bank. Additionally, the vendors will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and/or business partners. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, or legal action against the vendors for breach of trust.
- 7.22.2. The bidder shall submit a non-disclosure agreement as per [Annexure -VI](#) on non-judicial stamp paper of appropriate value.
- 7.22.3. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

7.23. **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.

7.24. Limitation of liability

- 7.24.1. The maximum aggregate liability of Service Provider, subject to clause 6.25.3, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- 7.24.2. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- 7.24.3. The limitations set forth herein shall not apply with respect to:
- a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.
- 7.24.4. For the purpose of clause 8.24.3
- 1 "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.
 - 2 "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

7.25. Privacy and Security Safeguards

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

7.26. Rights to Visit

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

7.27. Right to Audit

- 7.27.1. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- 7.27.2. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 7.27.3. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

7.28. Grievances Redressal Mechanism

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

7.29. Compliance with Statutory and Regulatory Provisions

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

7.30. Right of Publicity

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

7.31. Indemnity

7.31.1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
2. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
4. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or
8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder

7.31.2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

1. Notifies the Bidder in writing; and
2. Cooperate with the bidder in the defense and settlement of the claims.

7.31.3. The Bidder shall not be liable for defects or non-conformance resulting from:

1. Software, hardware, interfacing not approved by Bidder; or
2. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;

- 4 Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

7.32. Force majeure

- 7.32.1. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 7.32.2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure
- 7.32.3. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.
- 7.32.4. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

7.33. Resolution of Disputes (in case of successful bidder only)

- 7.33.1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 7.33.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 7.33.3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 7.33.4. 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;
- 7.33.5. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.
- 7.33.6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

7.33.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

7.33.8. For the purpose of all notices, the following shall be the current address:

The General Manager, ITV
Small Industries Development Bank of India
Overseas Towers, 2nd Floor,
756L, Anna Salai, Chennai – 600002

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8. Evaluation Methodology

8.1. Preliminary Examinations

- 8.1.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 8.1.2. The Bank may, at its sole discretion, waive any minor informity, 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.
- 8.1.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 8.1.4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 8.1.5. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.
- 8.1.6. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 8.1.7. The Bank will evaluate the bid submitted by the bidders under this RfP by Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

8.2. Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, the Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

8.3. Pre-Qualification Evaluation

- 8.3.1. In the first phase, the Bank would evaluate the pre-qualification/Minimum eligibility bids ([Annexure -II](#)) as per the criteria specified in the RfP and information submitted by the bidders to determine whether they are substantially responsive and meeting the eligibility criteria given in the tender.
- 8.3.2. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon are liable to be rejected.

8.4. Technical Evaluation

- 8.4.1. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification (minimum eligibility) criterion. During technical evaluation, the Bank would evaluate the bid on the following parameters:

1. Compliance to Technical specifications given in the technical bid.

2. Acceptance of terms and conditions of the RfP

8.4.2. The bidder's disqualification during technical evaluation in any one item/ parameter would result in technical disqualification. The bidders who qualify the technical evaluation will be short listed for commercial evaluation.

8.5. **Commercial Evaluation**

8.5.1. Only technically shortlisted bidders would be invited for opening of commercial bids, the date and time for opening of commercial bids would be separately advised by the Bank.

8.5.2. Bidder must take care in filling price information in the commercial bid, to ensure that, there are no typographical or arithmetic errors. All fields must be filled up correctly.

8.5.3. The bidders should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. Conditional and incomplete commercial bids are liable to be rejected.

8.5.4. Based on the Total Cost of Ownership (TCO) quoted by the Bidders [, the Bidders would be declared L1, L2, L3

8.5.5. The Bank reserves the right for negotiation with the L1 bidder(s).

8.5.6. Purchase preference would be offered to the eligible bidders as per extent guidelines and final shortlisting of bidders for award of contract would be undertaken. The final decision on shortlisting of the bidder will be taken by the Bank. Similarly, it reserves the right not to include any bidder in the final short-list.

8.6. **Arithmetic errors correction**

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

8.6.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.

8.6.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

8.6.3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

8.6.4. Bank may waive off any minor informity 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.

8.7. **Short listing of two Bidders**

8.7.1. **Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order and revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

- ✓ Among all qualified bids, the lowest bid will be termed as L1. The contract will be awarded to L1 (first service provider).

- ✓ For second service provider, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price and contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be awarded accordingly.
- ✓ In case, there are no Class-I local suppliers within the purchase preference, then for second service provider, the other qualified bidder shall be invited to match the price of L-1 bidder, subject to preference as per PPP-MII.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"Class-I local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier' hereunder

"Class-II local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' hereunder.

Class-II local supplier shall not get any purchase preference under this RFP. "Non-local supplier" means a supplier or service provider whose product or service offered for procurement has 'local content' less than that prescribed for 'Class-II local supplier' under this RFP.

"Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/ Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier', same shall be applicable.

"Margin of purchase preference" means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

Verification of local content

The 'Class-I local supplier' / 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per [Annexure -XI](#) from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier' / 'Class-II local supplier' as the case may be.

8.8. Award of Contract

- 8.8.1. The Bank would issue Lol/contract document to the shortlisted bidder(s) after completion of selection process and applying purchase preference.
- 8.8.2. The shortlisted bidder/s has to return the duplicate copy of Lol / contract document to the Bank within five (5) working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance. Failure to accept the Lol / contract document within three working days from the date of Lol makes the EMD liable for

forfeiture at the discretion of the Bank. Further, the Bank would disqualify the bidder & OEM for a minimum period of 3 years for participating in future tender(s) issued by the Bank.

- 8.8.3. For the commissioning of the links, the Bank will issue LoI/PO in Bank's format and sign SLA with the selected ISP and no other document will be signed by the Bank for the said purpose.

The Bank reserves the right to place Purchase Order (PO) for lesser number of links / bandwidth capacity as specified in this RFP document. Also, the Bank may upgrade the links or extend the connectivity to other locations at the contracted rate, during the contract period.

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9. Annexures

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9.1. Annexure –I: Undertaking from Bidder

The General Manager, ITV
Small Industries Development Bank of India,
Information Technology Vertical,
2nd Floor, Overseas Towers,
756L, Anna Salai,
Chennai - 600002

Dear Sir,

**Procurement of Internet Bandwidth for various offices of the Bank –
Undertaking from Bidder**

Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

- 1 While submitting this Bid, we certify that:
 - a) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - b) We have quoted for all the services/items mentioned in this RFP in our commercial Bid.
 - c) The rate quoted in the commercial Bid are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception
- 2 We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 3 It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP, except those given in **Annexure -X**. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- 4 We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- 5 We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- 6 Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us
- 7 We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

- 8 We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- 9 We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- 10 We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- 11 If our Bid 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 and we shall be solely responsible for the due performance of the contract.
- 12 We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.
- 13 We agree that, the rates quoted by us would serve as a rate contract for future up-gradations / degradations of bandwidth. The rates would also be applicable for any new link SIDBI proposes to implement in any other location/office.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

9.2. Annexure -II : Minimum Eligibility Bid

Minimum Eligibility

(To be submitted on the letterhead of bidder duly signed by authorised signatory)

Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022

A. Profile of Bidder

S. N.		Documents to be Submitted	Bidders Response
1	Name of the bidder company		
2	Year of establishment		
3	Ownership of Company.		
4	Registration number and date of registration.	Copy of Registration Certificate.	
5	Registered Office Address.		
6	GST Number	Copy of GST Registration certificate	
7	PAN No.	Copy of PAN number.	
8	Address of bidder Office at Mumbai with contact numbers		
a	Address		
b	Land Line No.		
c	Fax No.		
d	Mail Id.		
9	Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued).		
a	Name		
b	Designation		
c	Mobile No.		
d	Mail id		
10	MSE Status		
a	Does your organisation belong to Micro / Small Enterprise (Yes/No)		
b	Valid documentary evidence attached (Yes/No)		

B. Financials (Amount in Lakhs)

S.N.	Parameter → / FY↓	Annual Turnover	Cash Profit	Networth
1	2018-19			
2	2019-20			
3	2020-21			
4	Audited annual reports for FY 2020-21, FY 2019-20 and FY 2018-19 submitted. (Yes / No).			
5	CA certificate for FY 2020-21, FY 2019-20 and FY 2018-19 submitted. (Yes / No).			

C. Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S.N.	Criteria	Proof to be Submitted	Bidder's Compliance
1	The bidder should be a Company Registered under Company act / LLP /Partnership firm registered under applicable Act in India and should be in business for at least five (5) years as on March 31, 2022.	Copy of registration certificate to be submitted.	
2	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020	Bidder should specifically certify in Annexure -I in this regard and provide copy of registration certificate issued by competent authority wherever applicable.	
3	The Bidder must have an average turnover of minimum Rs.10 crore during last 03 (three) year(s) i.e., FY2020-21, FY2020-19 and FY2019-18. Note - In case of MSEs & Startup's, the average turnover should be minimum Rs.5 crore during the last 03 financial years i.e., FY2020-21, FY2020-19 and FY2019-18.	Supporting the fact the bidder should furnish: a) Audited annual reports for FY2020-21, FY2019-20, FY2018-19 and b) CA certificate for FY2020-21, FY2019-20, FY2018-19. The CA certificate should provide the details of networth, cash profit and turnover for last three financial years.	
4	The Bidder should be profitable organization on the basis of operating profit / EBITA for at least		

S.N.	Criteria	Proof to be Submitted	Bidder's Compliance
	02 (two) out of last 03 (three) financial years. Note - In case of Startup's and MSEs, the Bidder should be profitable organization on the basis of operating profit / EBITA for at least 01 (one) out of last 02 (two) financial years.		
5	Bidder should have experience of minimum 3 years in providing Internet Services.		
6	The bidder should have successfully commissioned and maintained a minimum of <u>five Internet Links (multiple locations) with bandwidth capacity of more than 10Mbps each</u> , during last 3 years (ending March 31, 2022) to at least one BFSI / PSUs/ Govt. Organization within India.	Details of the credentials/ documents, (such as purchase/work orders or any other associated documents, work completion or commissioning or installation certificate) furnished towards performance for similar works experience qualification criteria to be submitted.	
7	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.	Certificate of local content to be submitted as per Annexure -XI .	
8	The bidder/ISP must be a Tier-I provider or Category-A (class-A) or Unified Access Service License (UASL) license holder from DoT, Government of India. The license should be valid throughout the period of contract	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal.	
10	The bidder should have its support center at the locations where links are delivered.	Bidder to submit duly filled Annexure -XIII , signed by authorised signatory with company seal.	
12	The bidder should have dual stack (IPv4 and IPv6) network.	Certification / Undertaking letter on Company's letter head, from the bidder with details duly signed by authorized signatory with Company seal.	
13	The bidder should have their own Network Operating Center (NOC) with a centralized call logging facility in India to provide 24X7X365 customer support.	Certification / Undertaking letter on Company's letter head, from the bidder with complete details of NOC duly signed by authorized signatory with Company seal.	

S.N.	Criteria	Proof to be Submitted	Bidder's Compliance
14	The bidder must possess valid certification such as TL 9000/9001, ISO 27001 or similar standard.	Copies of valid certificate self-attested by the authorized signatory with company seal to be submitted.	
15	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.	Self-declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-I .	
16	Power of Attorney	Power of attorney as per format given in Annexure -V / A certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to sign the bid documents, to discuss, sign agreements/ contracts/purchase order with the bank	

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Note:

1. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted

9.3. Annexure – III : Technical Bid

Technical Bid

(To be submitted on the letterhead of bidder duly signed and stamp affixed by authorised signatory)

Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022

A. Technical Specifications

S. N.	Parameter	Declaration Certificate/ Documentary Proof	Bidder response (Yes/No)	Bidder's Remark (if any)
1	Service Requirement: Provision of Internet Bandwidth at various locations of the Bank.			
2	Bidder is feasible at the locations specified in this RFP from their own POP (Point of Presence) in India. <i>Complete details to be submitted as per S.N. C of this annexure.</i>			
3	NOC - Bidder should have redundant NOC (Network operation center) setup.			
4	NOC – Dedicated Help Desk /Support availability 24x7x365 days / SMS Alerts, for the Bank.			
5	Last Mile - The bidder shall provide OWN last mile to enable service availability on 24x7x365 basis. <i>Complete details to be submitted as per S.N. C of this annexure.</i>			
6	The router provided by the Bidder should be enterprise grade.	<i>Datasheet / specifications of proposed router to be attached.</i>		
7	The ISP shall provide sufficient number of IPv4 public IP addresses and same number of IPv6 addresses to enable the Bank to create GRE tunnels with its SaaS provider.			
8	Quality of Service (QoS) Parameters:			
a.	Port availability: - 99.5% calculated on monthly basis			
b.	Committed Information Rate (CIR): 100%			

S. N.	Parameter	Declaration Certificate/ Documentary Proof	Bidder response (Yes/No)	Bidder's Remark (if any)
c.	Packet Loss: 1 out of every one million			
d.	Latency: < 3ms			
e.	Jitter: < 5ms, if applicable			
9	Online portal for monitoring Bandwidth utilization, link performance, latency, jitter etc., on Real Time, Hourly, Daily, Weekly and Monthly.	Screen shots available from the portal to be submitted for above mentioned parameters		
10	The ISP shall provide their Disaster Recovery (DR) and Business Continuity Plan (BCP) specific to the Bank detailing as to how the ILL connectivity and other allied services as specified in this document shall be provided to the Bank seamlessly even in event of a disaster in their ILL network and/or their NOC.	DR / BCP plan to be submitted.		
11	Incident Management Plan/SOPs (Supported by approved or audited document or equivalent) to be submitted.	Approved or audited document or equivalent to be submitted		
12	ISP NOC information security audit report by third party for last 2 year i.e., 2020-2021, 2019-2020 (Supported by approved or audited document or equivalent)	Security audit report by third party for last 2 year i.e., 2020-21 & 2019-20 to be submitted.		
13	The ILL and respective device should support dual stack for IPV4 and IPv6 from day one	Self-declaration on letter head of bidder duly signed by authorised signatory.		
14	The bidder should harden the router as per the Bank's security policy and industry best practices.	Self-declaration on letter head of bidder duly signed by authorised signatory.		

B. Details of Router Proposed for each Category of Location

Category	Make	Model No.	IOS version and features	No of LAN and WAN interfaces	Rack mountable (Yes/ No)	Datasheet attached (Yes / No)
A						
B						

Datasheet of router to be attached with details highlighted.

C. Feasibility

S.N.	Location	Type	Proposed Last Mile	
			Copper / Fiber	Own / Third Party
A.	Category A			
1	Lucknow	Head Office		
2	Mumbai	Mumbai Office		
3	New Delhi	Regional Office		
4	Chennai	Regional Office		
B.	Category B			
1	Ahmedabad	Regional / Zonal Office		
2	Chandigarh			
3	Gurgaum			
4	Pune			
5	Kolkata			
6	Bangalore			
7	Hyderabad			
8	Jaipur			

D. Bidder Support Center Details

Support center details as per [Annexure -XIII](#) to duly filled and submitted.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Note:

- The bidder while responding to the technical compliance must clearly mention the **prerequisites (if any)**, that according to them are out their scope and that the same shall be made available by the Bank, for the implementation of the technical features in the above table under the "Prerequisites" in separate sheet

9.4. Annexure -IV : Commercial Bid

Commercial Bid

(To be submitted on the letterhead of bidder duly signed and stamp affixed by authorised signatory)

Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022

Amount in Rupees

A. Table – 1 : Bandwidth Cost

S. N.	Details	Cost per Annum	GST	Total Cost per Annum
		A	B	C=A+B
1	Cost of 200Mbps ILL bandwidth with 2 number of IPv4 public IPs per annum			
2	Cost of 150Mbps ILL bandwidth with 2 number of IPv4 public IPs per annum			
3	Cost of 100 Mbps ILL bandwidth with 2 number of IPv4 public IPs per annum			
4	Cost of 50Mbps ILL bandwidth with 2 number of IPv4 public IPs per annum			
5	Cost of 30Mbps ILL bandwidth with 2 number of IPv4 public IPs per annum			
6	Cost of 20Mbps ILL bandwidth with 2 number of IPv4 public IPs per annum			
7	Cost of 10Mbps ILL bandwidth with 2 number of IPv4 public IPs per annum			
8	Total Bandwidth Cost Per Annum			
9	Total Bandwidth Cost for THREE YEARS (S.N.7 X 3)			X1

B. Table – 2 : Router Rentals Charges

S. N.	Details	Cost per Annum	GST	Total Cost per Annum
		A	B	C=A+B
1	Router Rental charges per annum supporting 300Mbps			
2	Router Rental charges per annum supporting 100Mbps			
3	Total router rental charges per annum			
4	Total Router Rental Charges for THREE YEARS (S.N.3 X 3)			X2

C. Optional Cost

The cost will be valid throughout the period of contract and serve as rate contract.

S. N.	Details	Cost per Annum	GST	Total Cost per Annum
		A	B	C=A+B
1	Cost towards shifting of links due to shifting of premises - per instance (one time)			X3

D. Table -4 : Total Cost of Ownership

S. N.	Details	Cost per Annum	GST	Total Cost per Annum
		A	B	C=A+B
1	Total Bandwidth Cost for three years : Table-1 (S.N.9)			
2	Total Router Rental Charges for three years: Table-2 (S.N.2)			
3	Total Optional Cost per annum : Table -4 (S.N.1)			
4	Total Cost of Ownership (TCO)			X4

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

Note:

1. The bidder to strictly quote as per above format.
2. Conditional commercial bids would be rejected
3. Masked commercial bid to be submitted along with technical bid
4. All costs to be quoted in Indian Rupee only.
5. TCO shall be considered for arriving at the L1 vendor. However, the PO will be placed based on Initial requirement of bandwidth at respective location.
6. The cost quoted by the bidder under Table-1, Table-2 and Table-3 will serve as a rate contract, valid throughout the period of contract, including extended period, if any. Further, the same rates shall be considered for extending connectivity to any other location, subject to feasibility.
7. In case of requirement of intermediate bandwidth, the formulae adopted would be as follows:
 - a) Rate per Mb for intermediate service (**M**) = (Contracted rate of higher bandwidth capacity – Contracted rate of Lower bandwidth capacity) / (Higher bandwidth capacity – Lower bandwidth capacity)

b) Rate for intermediate bandwidth = (Contracted rate of Lower bandwidth) + (M x N)

Where 'N' is an integer value = (Intermediate service capacity – Lower service capacity)

Illustration

Finding cost of 25Mbps bandwidth

- Let: 20Mbps bandwidth contracted cost be Rs.50,000/- and 30Mbps bandwidth contracted cost be Rs.80,000/-.
- Rate per Mb of bandwidth (M) = $(80000 - 50000) / (30 - 20) = 30,000/10 = \text{Rs. } 3,000/-$
- Rate for 25Mbps bandwidth = $\text{Rs.}50,000/- + (\text{Rs.}3,000/- \times (25 - 20)) = \text{Rs.}50,000/- + \text{Rs.}15,000/- = \text{Rs.}65,000/-$.
- No change in cost for router.

9.5. Annexure -V : Power of Attorney

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 _____, 2022, 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 'Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022' for procurement of internet bandwidth for various offices of the Bank and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

I Accept

..... (Signature)

(Name Title and Address of the Attorney)

9.6. Annexure -VI : Non-Disclosure Agreement

Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “_____” as per scope defined in the Request for Proposal (RfP) / Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022.

for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Overseas Towers, 756L, Annal Salai, Chennai – 600 002 (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 ...

9.7. Annexure -VII : EMD/Bid Security Format

EMD / Bid Security – BG format

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

To: SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

WHEREAS (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) No 500/2023/1722/CBO/ITV dated July 28, 2022 for procurement of Internet bandwidth for various offices of the Bank (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

.....

.....

9.8. Annexure -VIII : Bank Mandate Form

Bank Mandate Form

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

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

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

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

Place : _____

Date : _____

Signature of the party / Authorized Signatory

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

Bank's stamp

Signature of the Authorized Official from the Banks)

Date :

SIDBI

9.9. Annexure – IX : Pre-Contract Integrity Pact

Pre-Contract Integrity Pact

(Bidders to submit on non-judicial stamp paper of requisite value)

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place on ---- day of the month of ----, 2020 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Office at Overseas Towers, 756L, Anna Salai, Chennai – 600 002 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to Supply, Commission and Maintain Dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with router for various offices of the Bank (Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022) the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

2 Commitments of the BUYER

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

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

3 Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agreed 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 filing 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. 4,70,000/-** 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 defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at

any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors

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

9.10. Annexure – X : Statement of Deviations

Statement of Deviations

(To be submitted on the letterhead of bidder duly signed by authorised signatory)

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

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

Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022				
S. N.	Page Number	Section Number	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal ...

9.11. Annexure -XI : Certificate of Local Content

Certificate of Local Content

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

Dear Sir,

**Ref.: Procurement of Internet Bandwidth for various Offices of the Bank
Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022**

This is to certify that proposed _____ <details of services> is having the local content of _____ % as defined in the above mentioned RFP.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder

9.12. Annexure – XII: Self Declaration of MSEs and Startup

Self-Declaration of MSEs

(To be submitted on the letterhead of bidder duly signed and stamp affixed by authorised signatory)

To

The General Manager, ITV
Small Industries Development Bank of India,
Overseas Towers, 2nd Floor,
756-L, Anna Salai,
Chennai – 600002, Tamil Nadu

Dear Sir

Procurement of Internet Bandwidth
Tender No. 500/2023/1722/CBO/ITV dated July 28, 2022

We are aware that benefits under PPP for MSE, Order 2012 are available only to manufacturer of quoted item and not to the trader/dealer. We confirm that bid is submitted as manufacturer of the quoted item and hence would like to avail the benefits of exemption from submission of EMD & tender form cost and purchase preference in this tender.

Further, we declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract/Lol, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of **three years** from being eligible to submit Bids for contracts with the Bank.

Date

Signature of Authorized Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

9.13. Annexure -XIII: Details of Support Center of Bidder at the Locations

(To be submitted on the letterhead of bidder duly signed by authorised signatory & stamp affixed)

Bidder Support Center Details

Tender No.: 500/2023/1722/CBO/ITV dated July 28, 2022

S.N.	Location	Contact Details of Bidder		
		Address	Landline Number	eMail ID
A.	Category 'A'			
1	Lucknow			
2	Mumbai			
3	New Delhi			
4	Chennai			
B.	Category 'B'			
1	Ahmedabad			
2	Bangalore			
3	Chandigarh			
4	Gurgaum			
5	Hyderabad			
6	Jaipur			
7	Kolkata			
8	Pune			

We certify that the details submitted herein are correct.

Date

Signature of Authorized Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Note:

- The details submitted will be verified by the Bank. Hence, bidders are required to fill in complete details.
- Do not specify support is from central location.

9.14. Annexure -XIV: Address of Offices

Address of Office of the Bank for proposed ILL Connectivity

S. N.	Location	Address of Offices of SIDBI for ILL Connectivity
A.	Category 'A'	
1	Lucknow	Small industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow – 226001 , Uttar Pradesh
2	Mumbai	Small industries Development Bank of India (SIDBI), Swavalamban Bhavan, 3 rd Floor, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 , Maharashtra
3	New Delhi	Small industries Development Bank of India (SIDBI), 3rd and 4th Floor, AtmaRam House, 1, Tolstoy Marg, New Delhi - 110001
4	Chennai	Small industries Development Bank of India (SIDBI), Overseas Towers, 1 st Floor, 756-L, Anna Salai, Chennai – 600002 , Tamilnadu
B.	Category 'B'	
1	Ahmedabad	Small industries Development Bank of India (SIDBI), Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B. No. 10, Navjivan P.O., Ahmedabad – 380015 , Gujarat
2	Bangalore	Small industries Development Bank of India (SIDBI), No.178, Platform Road, Mantri Square, Seshadripuram, (Near Swathi Hotel), Bengaluru – 560020 , Karnataka
3	Chandigarh	Small industries Development Bank of India (SIDBI), SCO 119-120, 1st & 2nd Floor, Sector 17 B, Chandigarh - 160017
4	Gurgaum	Small industries Development Bank of India (SIDBI), Unit No.205 & 206, Suncity Trade Tower, Sector -21, Old Delhi Gurugram Road, Gurgaon – 122016 , Haryana
5	Hyderabad	Small industries Development Bank of India (SIDBI), G-1 [Ground Floor], Akira Sikhara Plaza, D.No.5-8-196 To 207, Opp. Intermediate Board, Jusbagh, Nampally, Hyderabad – 500001 , Telangana
6	Jaipur	Small industries Development Bank of India (SIDBI), First Floor, Jeevan Nidhi Building II, LIC Complex, Bhawani Singh Road, Ambedkar Circle, Jaipur – 302005 , Rajasthan
7	Kolkata	Small industries Development Bank of India (SIDBI), 8Th Floor, 'A' Wing, Constantia Building, 11 Dr.U.N.Brahmachari

S. N.	Location	Address of Offices of SIDBI for ILL Connectivity
		Street, Near La-Martiniere School, Kolkata – 700017 , West Bengal
8	Pune	Small industries Development Bank of India (SIDBI), Office No.305 & 305A, 3Rd Floor, CTS No. 2687B, Kakade Bizz Icon, Pune University Road, Near E - Square, Shivajinagar, Pune – 411016 , Maharashtra

Note: in case bidder proposes to carry out site survey at the locations, the request to be forwarded to the eMail IDs avshyam@sidbi.in, crprasad@sidbi.in for arranging the permission

9.15. Annexure -XV: Performance Bank Guarantee

Performance Bank Guarantee

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

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

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

the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. _____, whichever is earlier.

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

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

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

In witness where of we have set and subscribed our hand and seal thisday of2022 .

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1. Name

Signature.....

Designation.....

2. Name

Signature.....

Designation.....

End of RfP