



Small Industries Development Bank of India

Request for Proposal (RfP)
For
Dedicated 3Mbps Uncompressed [1:1]
Premium Internet Bandwidth at
SIDBI, Mumbai

Tender No. : 400/2011/638 /BYO/ISD dated August 23, 2010

Price of the document: Rs. 500/-

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Critical Information Summary

Schedule of Events:

Bidders [Service Provider] may note the schedule of following important events. Action may please be taken accordingly.

| Events | Date | Time |
|---|---|---------|
| Tender No. | 400/2011/638 /BYO/ISD Dated 23.08.2010 | |
| Pre-Bid Meeting | 06/09/2010 | 11:30AM |
| Date of posting of Clarifications / Revised RfP on website after pre-bid meeting. | 08/09/2010 | |
| Last date for submission of RfP | 20/09/2010 | 4 PM |
| Opening of Minimum Eligibility Criteria / Technical bid | 20/09/2010 | 4:30 PM |
| Opening of Commercial Bids | Will be intimated to short-listed Bidders | |
| Venue of Pre-bid meeting, Opening of bids | SIDBI MSME Development Center 2 nd Floor, Conference Hall, Plot No.C-11, G Block, Bandra(E), Mumbai 400 051 | |

- All Bids are to be submitted in sealed covers at the following address.
The General Manager (Systems)
Small Industries Development Bank of India
3rd Floor, MSME Development Centre,
Plot No. C-11, G Block,
Bandra Kurla Complex (BKC), Bandra (E),
Mumbai - 400 051
- For queries and clarifications regarding the RfP, please feel free to contact us at the above address / telephone numbers/ email ids.
- Please note that all the information desired needs to be provided only in the form and formats specified in this RfP. Response should contain only the desired information. Incomplete information in these areas may lead to rejection of bids.
- The RfP is floated on SIDBI website www.sidbi.in. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site. Bidders must have close watch on website during the intervening period before submitting response to RfP.
- Bidders must plan for presentation and site visit well in advance as SIDBI will undertake the same immediately after submission of bids.
- Bidders may please note that under no circumstances last date of submission of the bids will be extended by SIDBI.

1. Introduction and Disclaimers

1.1. Purpose of RfP

The purpose of RfP is to short list two Class 'A' ISPs for procurement of Internet bandwidth from two service providers of equal capacity i.e., 3Mbps uncompressed dedicated (1:1) premium Internet Bandwidth along with router on rental basis and block of public IPs from each service provider for SIDBI, Bandra Kurla Complex, Mumbai.

1.2. Information Provided

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

1.3. Disclaimer

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

1.4. Costs to be borne by Respondents

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

1.5. No Legal Relationship

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

1.6. Recipient Obligation to Inform Itself

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

1.7. Evaluation of Offers

Each Recipient acknowledges and accepts that SIDBI may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RfP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

1.8. Acceptance of Selection Process

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

1.9. Errors and Omissions

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

1.10. Acceptance of Terms

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

1.11. Requests for Proposal

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

Contact : R K Sharma
Position : General Manager (Systems)
Email : rksharma@sidbi.com, crprasad@sidbi.in
Telephone: +91 - 22 – 67531228 / 67531238
Fax : +91 - 22 - 67531236

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

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

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

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

1.12. Notification

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

2. Background

2.1. About SIDBI

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

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

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

The bank provides its services through a network of around 101 locations/offices located all over India. Detailed information on the functions of the bank is provided on the website, www.sidbi.in.

2.2. Present Setup

SIDBI has centralized setup with Datacenter [DC] at Mumbai and all locations/offices connected over IP MPLS VPN. Presently SIDBI has Internet Gateway at DC, Mumbai. All SIDBI locations/offices access the Internet over IP MPLS based WAN with proxy authentication.

2.3. Project Objective

- SIDBI intends to procure Internet Bandwidth from two service providers of equal capacity ie., 3Mbps uncompressed (1:1) premium Internet bandwidth from each service provider for its office at MSME Development Center, Plot No.11 & 12, Bandra Kurla Complex, Bandra [E], Mumbai 400 051.
- The links would be terminated on link load balancer, which Bank proposes to procure separately.
- Last mile to be on Fiber Optics or Copper supporting maximum bandwidth of 4Mbps.
- The period of service is 3 years from date of acceptance with annual review and renewal.
- The Bidder [Service Provider] to provide Cisco 2800 series router or equivalent in Juniper with appropriate IOS and interfaces and any other equipment [if necessary] required for connectivity. The equipment should be supplied, installed and maintained (all throughout the service period) by the bidder [service provider] and shall remain their property
- The Bidder [Service Provider] to provide a block of 16 public IP's with reverse lookups configured for these IPs. The public IPs would be used by the Bank for hosting web servers, mail etc.
- The purpose behind issuing this RfP is to invite technical and commercial bids for selection of two service providers, each providing dedicated 3Mbps uncompressed [1:1] Premium Internet Bandwidth along with router and necessary hardware for connectivity and block of 16 public IPs with reverse lookup configured.

- Rate contract for 4Mbps bandwidth for future upgradation during contract period.
- The selection process consists of three phases viz., 1) Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

The bank would shortlist two service providers based as per procedure laid out in "Evaluation of Commercial Bids".

- It may also be noted that all the activities in the IT operation are subject to audit / inspection by both internal/external auditors/RBI. Selected Bidder [Service Provider] must take same into consideration while delivering the desired services.

3. Instruction to Bidders

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

3.1. Pre-bid meeting / Clarification of Bids:

- 3.1.1. The Bidder [Service Provider] or its official representative are invited to attend pre-bid meeting to be held on **06/09/2010 at 11:30am** at the venue mentioned in Schedule of events. It is the responsibility of the Bidders representatives to be present at the venue of pre-bid meeting.
- 3.1.2. Bidders to submit any clarification sought two days prior to the pre-bid meeting ie., latest by **03/09/2010**.
- 3.1.3. On pre-bid day SIDBI will clarify all the queries raised by the Bidder [Service Provider]. Further, clarifications will be posted on the Bank website.
- 3.1.4. Based on the discussions, if required, revised RfP document will be posted on SIDBI website after the pre-bid meeting and the vendors will be required to respond to the same. The revised RfP would be posted on **08/09/2010**.
- 3.1.5. No individual clarifications will be sent to the bidders. It is responsibility of bidder to check the website before final submission of bids.
- 3.1.6. In case of any clarification required by Bank, the Bank may, at its discretion, ask the bidder for clarification. The response/Clarification shall be in writing.

3.2. Amendment to the bidding document

- 3.2.1. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.2.2. The amendment will be posted on Banks website www.sidbi.in. All Bidders [Service Provider] must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission takes place by any bidder for not checking SIDBI website for any latest update.
- 3.2.3. In order to allow prospective Bidders [Service Provider] 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. Language of Bid

The bid prepared by the Bidders [Service Provider], 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.

3.4. Documents Comprising the Bid

The bid consists of two proposals viz., technical proposal and commercial proposal.

- 3.4.1. Documents comprising the **TECHNICAL PROPOSAL** should be:
 - 3.4.1.1. Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract ie., minimum eligibility criteria as per **Annexure –I**.

- 3.4.1.2. Technical Bid as per **Annexure –II** , Statement of deviations as per **Annexure –III** and Technical bid covering letter as per **Annexure -IV**. Any technical Bid containing price information will be rejected.
- 3.4.1.3. DD of Rs.500/- towards cost of RfP
- 3.4.1.4. DD of Rs.30,000/- towards EMD
- 3.4.1.5. Masked Price Bid listing all the components as listed in Commercial Bid, without indicating the price as per **Annexure –IV** .
- 3.4.1.6. Soft copy of minimum eligibility criteria, technical bid and masked price bid and other documents in CD or Pen drive.
- 3.4.2. Documents comprising the **COMMERCIAL PROPOSAL** should be:
 - 3.4.2.1. Complete commercial bid as per **Annexure –IV**.
 - 3.4.2.2. Commercial bid covering letter as per **Annexure -V**.
 - 3.4.2.3. Soft copy of commercial bid in CD or Pen Drive.

Price bids containing any deviations or similar clauses may be summarily rejected.

3.5. **Bid Currency**

Bids to be quoted in Indian Rupee only.

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

- 3.6.1. All the responses must be accompanied by a refundable interest free security deposit of Rs. 30,000/- (Rs. thirty thousand only), in the form of Demand Draft / Bankers Cheque in favour of “Small Industries Development Bank of India” payable in Mumbai.
- 3.6.2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 3.6.3. Request for exemption from Security Deposit will not be entertained.
- 3.6.4. The EMD amount of all unsuccessful bidders would be refunded immediately upon :
 - 3.6.4.1. The end of the bid validity period, including extended period (if any),

Or;
 - 3.6.4.2. Receipt of the signed contract from the selected Bidder.
- 3.6.5. Successful Bidder [Service Provider] will be refunded the EMD amount only after submission of performance guarantee.
- 3.6.6. The bid security may be forfeited:
 - 3.6.6.1. If a Bidder [Service Provider] withdraws its bids during the period of bid validity
 - 3.6.6.2. If a Bidder [Service Provider] makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
 - 3.6.6.3. In case of successful Bidder [Service Provider] , if the Bidder [Service Provider] fails to
 - 3.6.6.3.1. Sign the contract

OR

3.6.6.3.2. Furnish performance guarantee

- 3.6.6.4. In case second (L2) or subsequent bidders (L3, L4, ...), offered by SIDBI to match the price of L1 bidder for selection of second service provider, refuses to do so but deny to give it in writing on the spot on the day of commercial opening and thereby putting SIDBI in difficulty to offer the same to next higher bidder for selection of second service provider.

3.7. Implementation schedule

- 3.7.1. Bidder [Service Provider] to deliver/commission the Internet link with **ONE MONTH** from the date of Purchase Order.
- 3.7.2. SIDBI would carry out acceptance testing and billing cycle will commence from the date from which link is accepted.
- 3.7.3. In the event of non-implementation of the link, penalty at 1% of the annual value for the link will be charged for every weeks delay subject to a maximum of 10%.
- 3.7.4. Exercise of signing of contract will be parallel activity. While both the parties will endeavor in quick signing of contract, Bidder [Service Provider] must stick to the schedule mentioned above irrespective of signing of contract

3.8. Performance Guarantee

The selected Bidder will be required to provide a 10% margin of the total contract value as Performance Guarantee, in the form of bank guarantee from a scheduled commercial bank for the period of contract. The performance guarantee should be valid till at least three months period beyond the expiry of the contract period and for another 3 months for SIDBI to claim the amount from guarantor bank.

3.9. Period of Validity of Bids

- 3.9.1. Prices and other terms offered by Bidders must be firm for an acceptance period of three (3) months from date of closure of this RfP.
- 3.9.2. In exceptions circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

3.10. Format and Signing of Bid

- 3.10.1. Each bid shall be in two parts:
- 3.10.1.1. Part 1: consists of MINIMUM ELIGIBILITY CRITERIA, TECHNICAL BID and MASKED COMMERCIAL BID [price bids without any price]. The above contents will be referred to as **“TECHNICAL PROPOSAL”**
- 3.10.1.2. Part II: covering only the COMMERCIAL BID herein referred to as **“COMMERCIAL PROPOSAL”**
- 3.10.2. The Original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for unamended printed literature.
- 3.10.3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.

3.11. Sealing and Marking of Bids

- 3.11.1. The Bidder [Service Provider] shall seal the envelopes containing Technical and Commercial proposals separately.
- 3.11.2. The envelopes should be NON-WINDOW, each superscribed with **"PROCUREMENT OF INTERNET BANDWIDTH –TECHNICAL PROPOSAL / COMMERCIAL PROPOSAL"** as the case may be.
- 3.11.3. The envelope shall be addressed to the Bank at the address given below:
The General Manager (Systems)
Small Industries Development Bank of India
Information Services Department [ISD],
3rd Floor, SME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra(East)
Mumbai 400 051
- 3.11.4. All envelopes should indicate on the cover the name and address of bidder along with contact number.
- 3.11.5. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

3.12. Deadline for submission of Bids

- 3.12.1. The bids must be received by the Bank at the address specified, no later than **20/09/2009, 1600hours**.
- 3.12.2. 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.
- 3.12.3. 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.

3.13. 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.

3.14. Modification and/Or Withdrawal of Bids:

- 3.14.1. The Bidder [Service Provider] 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.
- 3.14.2. The Bidder [Service Provider] modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 3.14.3. No bid may be modified after the deadline for submission of bids.
- 3.14.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its EMD.
- 3.14.5. Bank has the right to reject any or all tenders received without assigning

any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

3.15. Opening of Bids by the Bank

- 3.15.1. On the scheduled date and time as specified in RfP, bids will be opened by the Bank Committee in presence of Bidder [Service Provider] representatives.
- 3.15.2. The Bidder [Service Provider] name and presence or absence of requisite EMD, RfP cost 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 bid opening, except for late bids which shall be returned unopened to the Bidder.
- 3.15.3. Bids that are not opened at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.16. Clarification of bids

During evaluation of Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

3.17. Preliminary Examinations

- 3.17.1. 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.
- 3.17.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 3.17.3. 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. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site/s of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
- 3.17.4. 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.
- 3.17.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

3.18. Bid Evaluation

- 3.18.1. The Bank may use the services of external consultant for evaluation of bids
- 3.18.2. Detailed bid evaluation methodology and selection of bidder is given in **Chapter 6.**
- 3.18.3. Arithmetic errors correction:
 - 3.18.3.1. Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
 - 3.18.3.2. 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.
 - 3.18.3.3. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
 - 3.18.3.4. 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.
- 3.18.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

3.19. Contacting the Bank

- 3.19.1. 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.
- 3.19.2. 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.

4. Scope of Work

The detailed Scope of Work for each service provider involves:

4.1. Provide dedicated 3Mbps uncompressed (1:1) Premium Internet Bandwidth, upgradable to 4Mbps in near future without upgradation of last mile. The Internet (Bandwidth) links have to be terminated & commissioned at SIDBI, MSME Development Center, Bandra Kurla Complex, Mumbai.

4.2. Provide last mile on fiber or copper. Last mile to support bandwidth of at least 4Mbps.

In case the bidder hires the last mile connectivity services from third party, the details thereof shall have to be explicitly provided at the time of bidding itself. Also, the bidder will be responsible to maintain and monitor the last mile connectivity on 24X7X365 basis.

4.3. To provide Cisco 2811 router or equivalent in Juniper with appropriate IOS and requisite interfaces. Any equipment (if necessary), for providing the last mile connectivity will have to be supplied, installed and maintained (all throughout the service period) by the service provider and shall remain their property. The router should be rack mountable.

4.4. Provide a block of 16 Public IP's with reverse lookups configured to enable Bank to use the same for hosting web servers, mailing solution etc.

4.5. Provide a single window service for last mile connectivity, bandwidth including ownership of media, ordering, implementation, operations and billing.

4.6. The vendor should provide proactive maintenance, management and monitoring of the Internet Bandwidth links to meet the desired SLA as specified in Service Level Agreement.

4.7. The bidder should furnish Internet Bandwidth utilisation / performance reports on a monthly basis. However, the bidder should also provide interface to SIDBI for monitoring utilisation / performance reports on Real Time, Hourly, Daily and Weekly basis.

4.8. The bidder should provide help desk support on 24X7X365 basis.

4.9. Carry out preventive maintenance once in a quarter for upkeep of system.

4.10. In case bidder proposes juniper router, the bidder to train at least one officer of SIDBI on complete administration of the router which should include configuration, monitoring etc.

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

4.12. The Bidder will be solely responsible for all liaising, regulatory and follow up jobs with the external agencies e.g. DoT, MTNL, BSNL, 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.

4.13. Upgradation of Bandwidth

In the event of operational requirement bandwidth of the link will be upgraded from the initial contracted value (3Mbps) to higher value (4Mbps) permanently, at the contracted rate. The Bank will place order for the same with any of the service

provider depending upon past performance of the service provider. The bidder [service provider] to carry out upgradation within 15 days from the date of issue of PO.

4.14. Maintenance Services

The Bank has network team at DC, Mumbai for monitoring and liasoning with service provider for network related issues. The Bank network team will be single point of contact with the Bidder [Service Provider] NOC team for all service related issues.

The Bidder [Service Provider] to provide details of call lodging procedure along with contact details, with whom the Bank can follow up in case of emergencies.

4.15. Site Preparation and Installation

The Bidder [Service Provider] to perform site inspection to verify the appropriateness of the site before installation / commissioning of the link and provide detailed report.

All cabling should be done with proper clamping. The cabling should be neat and structured with PVC pipe casing.

4.16. Audit Observations and Compliance

Bank is subjected to various audits [internal / statutory / RBI etc.]. In the event of any observation by the audit regarding security, access control to router etc., of Internet link the same will be intimated to the Bidder. The Bidder [Service Provider] to assist the Bank for compliance of the same.

4.17. Review meetings

SIDBI will review and discuss the performance of network monthly during first week of every month.

4.18. Providing MIB of Router

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

5. Service Level Agreement

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

- 5.1.1. **Working days** : Seven days a week
(Monday to Sunday)
- 5.1.2. **Network Uptime** : 99.5% on monthly basis, with 100% port availability and bandwidth to be symmetric.
- 5.1.3. **Uptime Calculation** : The percentage uptime shall be calculated on monthly basis as follows:

$$\text{Availability (in \%)} = \frac{(\text{Total no of Hours in month} - \text{Total Outage Hours in month}) \times 100}{(\text{Total No of Hours in month})}$$

- 5.1.4. **Throughput** : 100% non blocking
- 5.1.5. **Latency** : <350ms
- 5.1.6. **Packet Loss/Drop** : <1.0%
- 5.1.7. **Helpdesk Support (with preferably trouble ticketing/toll free number)** : 24X7X365
- 5.1.8. **Mean Time to restore** : 2 hours
- 5.1.9. **Maximum Time to restore** : 4 hours
- 5.1.10. **Performance Reports** :
Real Time, Hourly, Daily, Weekly and Monthly
- 5.1.11. **Dedicated Account Management Team** : Single point of contact for service requirements such as ordering, implementation, operations and billing.

5.2. Uptime and Exclusions

- 5.2.1. Total allowed downtime in a month for the Internet Bandwidth should not exceed 0.5% of the available time for that month. However, the vendor will resolve the problem ASAP (as soon as possible) on best effort basis.
- 5.2.2. Scheduled downtime mutually agreed, to be excluded from calculation of uptime.
 - 5.2.2.1. Downtime due to force majeure will be excluded from calculation of uptime.
 - 5.2.2.2. 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. Penalty Clauses for services

5.3.1. Availability / Uptime

Bidder should give uptime guarantee of 99.5% on monthly basis. In case uptime falls below the guaranteed level, SIDBI will impose a penalty. Levy of penalties is without prejudice to other rights and remedies available under this agreement. Levy of penalty will be calculated as under:

| Uptime (%) Per Month | Penalty in No. Of Days of Free Service Per Month. |
|----------------------|---|
| >= 99.5 | 0 |
| >= 98.5 and < 99.5 | Two (2) |
| >= 97.5 and < 98.5 | Three (3) |
| >= 96.5 and < 97.5 | Six (6) |
| >= 95.5 and < 96.5 | Nine (9) |
| >= 94.5 and < 95.5 | Twelve (12) |
| < 94.55% | Fifteen (15) |

5.3.2. Service Delivery [Implementation:]

In the event of non-provisioning of connectivity within one month from date of purchase order penalty at the rate of 1% of the order value (first year value) will be charged for every week's delay subject to maximum of 10%.

5.4. Disclaimer

In case service provider fails to achieve compliance level of services successively in two quarters or any three quarters in a financial year, SIDBI will reserve the right to re-look at the contract and redefine Service level agreement and penalty clauses to safeguard its interest.

6. Bid Evaluation Methodology

6.1. Introduction

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet SIDBI's requirements, as spelt out in the RFP, the selected Bidder [Service Provider] must have the requisite experience in providing Internet services. The evaluation process of the bids proposed to be adopted by SIDBI is indicated below. The purpose of it is only to provide the Bidder [Service Provider] an idea of the evaluation process that SIDBI may adopt. SIDBI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation SIDBI may seek specific clarifications from any or all the Bidder [Service Provider].

It may please be noted that SIDBI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document.

The details of 'Minimum Eligibility Criteria', provided by the bidder [Service provider] in its response to this RfP, will be evaluated first, based on the criteria described in section 6.2. The technical and commercial responses to this RfP will be considered further only for those vendors who meet the **Minimum Eligibility Criteria**. Vendors must provide their responses in the format given in **Annexure -I**.

6.2. Minimum Eligibility Criteria

Proposals not complying with the minimum eligibility criteria are liable to be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria.

- 6.2.1. The bidder should be a Registered Class 'A' ISP and the Class A license should be currently valid. Copy of license to be enclosed.
- 6.2.2. The bidder should be in business for at least five years as on the date of this tender.
- 6.2.3. The bidder should have ownership in one of the International Cable System
- 6.2.4. The bidder should have:
 - 6.2.4.1. Direct peering with Tier I carriers to minimize number of hops and latency thereof to International destinations.
 - 6.2.4.2. At least two International point of presence
 - 6.2.4.3. Local Peering within India with at least one other ISP
 - 6.2.4.4. Local Peering with NIXI
 - 6.2.4.5. Aggregate International capacity [from international gateway in India up to International point of presence] of at least 100Mbps.
- 6.2.5. The bidder should have fully resilient and self healing network architecture on Fiber medium on the domestic backbone up to International gateway in India.

- 6.2.6. The bidder should have fully resilient and self healing network architecture on Fiber medium from International gateway in India to International point of presence.
- 6.2.7. The International connectivity should have at least one of Trans Atlantic or Trans pacific routes.
- 6.2.8. Average latency should not be more than <350ms upto ISP's Tier I peering point.
- 6.2.9. The bidder should have a minimum average annual turnover of Rs. 100 crores over the last three (3) years i.e. FY 2008, 2009 and 2010. If audited figures for FY-2010 are not available, provisional figures may be provided.
- 6.2.10. The bidder should have positive networth and cash profit (ie., no cash loss) in 2 years out of last 3 years. Supporting the fact the bidder should furnish auditor certificate for last three years ending March' 2010 (FY 2008, 2009 and 2010).
- 6.2.11. The bidder should have their own Network Operating Center (NOC).
- 6.2.12. The bidder should have adequate support facility at Mumbai to provide 24X7X365 customer support and
 - 6.2.12.1. Have centralized trouble ticketing tool for call logging, monitoring and troubleshooting
 - 6.2.12.2. Have toll free number for all the call logging and status update
 - 6.2.12.3. Have well defined procedure to track call resolution status and provide updates to the Bank.
 - 6.2.12.4. Have well defined management and technical escalation procedures.
- 6.2.13. The bidder should be capable of providing last mile connectivity on Fiber or copper.
- 6.2.14. The bidder should be capable of providing browser based tool for checking of Internet Bandwidth Utilisation / Performance on Real Time, Hourly, Daily and Weekly basis.
- 6.2.15. The bidder should have provided Internet Bandwidth of at least 2Mbps and above to at least 3 enterprise customers. Details of customers to be submitted.

6.3. Evaluation of Technical Bids

Minimum Eligibility Criteria bids received from the Bidder [Service Provider] will be opened on the last day of the submission of bids in the presence of representatives of the bidders who choose to be present as per the schedule stipulated by SIDBI. A detailed analysis will be subsequently carried out by SIDBI.

Based on responses to 'Minimum Eligibility Criteria', Bidder [Service Provider] will be short listed for technical evaluation further. Proposals, which are not meeting the Minimum Eligibility Criteria as mentioned in section 6.2 above, will not be considered further for technical evaluation.

- 6.3.1. SIDBI will adopt the following technical evaluation criteria for evaluating the bids.

| S.N | Details | Marks |
|-----------|--|------------|
| 1. | Network Infrastructure | 70 |
| a | Ownership in International Gateways | 15 |
| b | International Peering / point of presence / local peering | 20 |
| c | Network architecture [domestic to international gateway in India and International gateway in India to International point of presence] | 10 |
| d | International Connectivity routes | 10 |
| e | Aggregate International Bandwidth Capacity | 10 |
| 2. | Last mile connectivity | 10 |
| a | Provisioning of Fiber or copper | 5 |
| b | Distance of PoP from which last mile is extended | 5 |
| 3. | Customer Feedback | 10 |
| 4. | On-line interface for monitoring of Bandwidth/Usage and statistics as specified in SLA. | 5 |
| 5. | Call lodging, call monitoring and Escalation mechanism | 5 |
| 6 | Bid Organising | 5 |
| | Total | 100 |

6.3.2. Based on technical rating, vendors will be short listed for commercial evaluation as follows:

✓ All service providers scoring more than 80%

OR

✓ Top 3 service providers in case there are less than 3 service providers scoring more than 80%

The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.

6.4. Evaluation of Commercial Bids

In this phase, the Commercial Bids of the Bidders [Service Provider], who are technically qualified, shall be opened. The Commercial Bid should contain the total cost of all services, comprising of all items as mentioned in the RFP for 3Mbps and 4Mbps bandwidth.

The L1 Bidder [Service Provider] will be arrived by taking weightage of 70% of the cost of 3Mbps [1:1] Internet Bandwidth and 30% of the cost of 4Mbps [1:1] Internet Bandwidth.

L1 = [0.7XCost of 3Mbps Internet Bandwidth] + [0.3XCost of 4Mbps Internet Bandwidth]

Further, the bank would select the L1 and L2 bidders for the said contract provided L2 agrees to offer services at L1 rates in writing, post opening of commercial bids.

In case L2 does not agree to match the L1 bidder, L2 has to submit its refusal in writing on its letterhead within 2 days from the date of opening of commercials and the offer then would be made to L3 bidder, to match the price of L1. The above procedure would be followed for all the bidders, who have been found suitable / eligible after evaluation of technical bids, one by one [L3, then L4, then L5 and so on], till one of the bidders agrees to match the L1 bid price.

The bidders must therefore nominate its authorized representative to be present during commercial evaluation. The format of acceptance/rejection will be communicated at a later date to technically shortlisted service providers.

In case all the eligible bidders refuse to match the L1 bid, L1 bidder would be awarded contract for 3Mbps internet bandwidth and re-tendering would be resorted to by the Bank

suitably at a later date for the selection of second service provider for second link of 3 Mbps bandwidth.

7. Commercial Terms and Conditions

Bidders are requested to note following commercial terms and conditions for this project.

7.1. Cost of RfP

Price of the bid has been fixed at **Rs.500/-**. Bidder has to necessarily deposit Rs. 500/- (Rs. Five hundred only) in the envelope of '**Technical Proposal**', in the form of Demand Draft / Bankers Cheque in favour of "**Small Industries Development Bank of India**" payable in Mumbai. Any bid received without this shall be considered unresponsive and rejected.

7.2. Currency

The Bidder [Service Provider] is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

7.3. Price

- The price should be inclusive of all taxes, duties, levies charges, transportation, insurance, octroi etc. However, applicable Service Tax will be paid on actuals.
- The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract i.e., for a period of three years and extended if required by SIDBI and shall not be subjected to variation on any account, including changes in taxes, duties, levies etc.
- Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- If there is any reduction in the port charges due to changes in Government policy etc., during the period of contract, the benefit shall be passed on to the Bank

7.4. Validity of Bids

The prices and other terms offered by Bidder [Service Provider] must be firm for an acceptance period of three (3) months from date of closure of this RfP.

7.5. Delivery schedule

Bidder [Service Provider] shall provide Internet Bandwidth within FOUR WEEKS from the date of the purchase order.

7.6. Penalty

Penalty charged towards **shortfall in achieving Service Level Requirement** during the contract period has been defined in chapter 5 – 'Service level requirement'.

7.7. Acceptance

The acceptance test will be carried out as per mutually agreed Acceptance Test Plan [ATP], which will be finalised after PO is issued. The links will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the Bank and the service provider.

7.8. Payment Terms

- Recurring charges will be paid in quarterly equal instalments at the end of each quarter.
- One time charges will be paid after the end of the first quarter.

- Payment of any quarter will be made after deducting TDS/other taxes and applicable penalty pertaining to the quarter.
- Payment of first quarter will be released only after submission of performance guarantee.
- Payment for subsequent quarters will be made only after payment of previous quarters.

7.9. Payment in case of Termination of contract

In case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other taxes.

7.10. Insurance

As all the delivered hardware will be owned by the Bidder [Service Provider] during the entire period of the contract, the service provider will take insurance for all the hardware items installed in the premises of SIDBI for the entire duration of the contract period against all risks.

8. General Terms and Conditions

- 8.1. The Bidder [Service Provider] is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures. Failure to furnish all information required in the RfP Documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this RfP. Document in every respect may result in rejection of the proposal.
- 8.2. At any time prior to the deadline for submission of Bids SIDBI may, for any reason, whether at his own initiative or in response to a clarification requested by prospective Bidders [Service Provider], modify the RfP by amendment, which will be placed on the bank's website for information of all prospective Bidders.
- 8.3. All such amendment shall become part of the RfP and same will be notified on bank's website. The Bidders [Service Providers] are required to have a watch on bank's website for any such amendment.
- 8.4. Bidder [Service Provider] must take into consideration each and every line of this RfP document while preparing technical and commercial proposal for the project. Bidder is requested to get any issue clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected service provider to deliver each and everything as per the scope of the project during the contracted period. SIDBI will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right direction.
- 8.5. SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website.
- 8.6. SIDBI reserves the right to change the requirement specifications and ask for the revised bids or cancel the process without assigning any reasons.
- 8.7. Service Level Requirement and Penalty in not achieving the service as per SLA have been described in the 'Service Level Agreement' chapter.
- 8.8. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Guarantee in addition to other remedies available to it under the contract or otherwise if the selected Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 8.9. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder [Service Provider] shall be released by SIDBI.
- 8.10. These responses would be deemed to be legal documents and will form part of the final contract. Bidders are requested to attach a letter from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and could be rejected. Format of letter is given in.
- 8.11. Bidder [Service Provider] must deploy manpower having requisite qualification, experience, skill-set etc. for the project.
- 8.12. SIDBI reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of SIDBI, the

information furnished is incomplete or the Bidder does not qualify for the contract.

- 8.13. The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this RfP, on end-to-end solution basis.
- 8.14. The Commercial and Technical bids will have to be signed on all pages of the bid by the authorised signatory. Unsigned bids would be treated as incomplete and would be rejected.
- 8.15. By submitting a proposal, the Bidder [Service Provider] agrees to promptly contract with SIDBI for any work awarded to the Bidder [Service Provider]. Failure on the part of the awarded Bidder to execute a valid contract with SIDBI will relieve SIDBI of any obligation to the Bidder, and a different Bidder may be selected.
- 8.16. Any additional or different terms and conditions proposed by the Bidder [Service Provider] would be rejected unless expressly assented to in writing by SIDBI.

8.17. **Termination Clause**

SIDBI reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- 8.17.1. Bidder [Service Provider] fails to install and commission the link within the stipulated time as per contract or within any extension thereof granted by the Bank
- 8.17.2. Shortfall in achieving the Service Level Agreement successively in two quarters.
- 8.17.3. Bidder [Service Provider] fails to perform any other obligation(s) under the contract.
- 8.17.4. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.
- 8.17.5. The Bank may, at any time terminate the contract by giving written notice to the Service provide if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

However either party, in the case of termination, will give one month's notice to the other party.

8.18. **Letter of Competence**

By submitting the 'Letter of Competence' as per the format given in **Annexure -VIII**, the Bidder [Service Provider] undertakes that it is an expert, fully competent in all phases involved in the performance of the provisions of this RfP. The Bidder also acknowledges that SIDBI relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RfP.

- 8.19. SIDBI shall release the payment to Service Provider as per the agreed payment terms mentioned in commercial terms and conditions.

- 8.20. SIDBI shall not be held liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.
- 8.21. Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, within a short period after the last date of the submission of proposals. Accordingly, SIDBI will communicate a date and time to all Bidders. The Bidder will arrange such demonstrations, presentations or site visits at its own cost.
- 8.22. SIDBI may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of SIDBI contains any false or misleading claims or statements. SIDBI has no liability to any person for excluding or rejecting any such proposal.
- 8.23. This RfP contains information proprietary to SIDBI. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees (of the prime Bidder) involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of SIDBI.
- 8.24. Responses received become the property of SIDBI and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
- 8.25. No extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered but shall not operate to relieve the Bidder of any of his obligations. However, the bidder should ensure that some alternate mode of connectivity is provided at the locations/offices till the actual type proposed is implemented. SIDBI shall not be liable for any extra financial commitment due to such extension of time.
- 8.26. The bidder must be ready to accept the extension of the contract by a further period of **maximum 6 (six) months or part thereof** [after expiry of 3 years period] under the same terms and conditions, if so desired by SIDBI.
- 8.27. The Bidder [Service Provider] shall promptly notify SIDBI of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken to remedy such a situation.
- 8.28. Bidder [Service Provider] shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the Bidder, its employees, its agents, or employees of the consortium partners in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
- 8.29. All Bidder [Service Provider] records with respect to any matters covered by this agreement 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.

- 8.30. SIDBI reserves the right to verify, through its officials or such other persons as SIDBI may authorise, the progress of the project at the development / customisation site of the Bidder.
- 8.31. Any publicity by the Bidder [Service Provider] in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
- 8.32. Bidder [Service Provider] should guarantee that the software and allied components used to service SIDBI are licensed and legal..
- 8.33. The Bidder [Service Provider] is obliged to give sufficient support to SIDBI's in the event of non-availability of connectivity.

8.34. IPR Infringement

As part of this project Bidder [Service Provider] will deliver different hardware / software [IOS]. 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 conditions the claim relates to Software provided/used by Bidder/Service provider under this project.

8.35. Alternate Service Provider

At any point during the contract, the Bank may engage alternate service provider for redundancy / Backup.

8.36. Limitation of liabilities

Save and except the liability under clause no. 8.37 above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of Bidder / Service Provider, arising at any time shall not exceed the total contract value.

8.37. Force Majeure

8.37.1. The Bidder [Service Provider] shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of SIDBI either in fires, floods, earthquake, strikes, lock-outs and freight embargoes.

8.37.2. If a Force Majeure situation arises, the Bidder shall promptly notify SIDBI in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by SIDBI in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.37.3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues

beyond a period of three months, SIDBI and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

8.37.4. Notwithstanding above, the decision of SIDBI shall be final and binding on the Bidder.

8.38. Resolution of Disputes

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

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

8.38.2.1. In case of Dispute or difference arising between SIDBI and the service provider 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 by a Sole Arbitrator mutually agreed upon by the parties hereto, from a panel of three (3) arbitrators suggested by SIDBI.

8.38.2.2. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

8.38.2.3. The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

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

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

8.38.2.6. SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

9. Annexures

Annexure -I

Minimum Eligibility

Following format has to be filled by the Bidder [Service Provider] and has to be submitted in a separate envelope along with softcopy and relevant documentary proof.

| S.N | Minimum Eligibility Criteria | Bidder's response |
|-----|---|-------------------|
| 1 | Name of the company | |
| 2 | Year of establishment | |
| 3 | Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd / partnership /propritory] | |
| 4 | Registration No. and date of registration. Registration Certificate to be enclosed | |
| 5 | Address of Registered Office with contact numbers [phone /fax] | |
| 6 | PAN No. | |
| 7 | Contact Details of Bidder authorized to make commitments to SIDBI | |
| a | Name | |
| b | Designation | |
| c | Mobile No. | |
| d | Fax No. | |
| e | Mail Id | |
| 8 | Financials | |
| a | Annual Turnover | |
| | | 2008 |
| | | 2009 |
| | | 2010 |
| b | Cash Profit | |
| | | 2008 |
| | | 2009 |
| | | 2010 |
| c | Audited/CA certificate certifying the aforesaid financial figures for last 3 years must be submitted. Copy of Balance Sheet or P&L A/c must not be submitted towards proof of above facts. | |
| 9. | The bidder should be a Registered Class 'A' ISP and the Class A license should be currently valid. Copy of license to be enclosed | |
| 10. | The bidder should have ownership in at least one of the International Cable System. Details to be provided | |
| 11. | The bidder should have direct peering with Tier I carriers to minimize number of hops and latency thereof to International destinations. Details to be provided. | |
| 12. | The bidder should have at least two International point of presence. Details to be provided. | |
| 13. | The bidder should have aggregate International capacity [from international gateway in India up to International point | |

| S.N | Minimum Eligibility Criteria | Bidder's response |
|-----|---|-------------------|
| | of presence] of at least 100Mbps. | |
| 14. | The bidder should have fully resilient and self healing network architecture on Fiber medium on the domestic backbone up to International gateway in India. Provide complete details. | |
| 15. | The bidder should have fully resilient and self healing network architecture on Fiber medium from International gateway in India to International point of presence. Provide complete details. | |
| 16. | The International connectivity should have at least one of Trans Atlantic or Trans pacific routes. Provide details. | |
| 17. | Average latency should not be more than <350ms upto ISP's Tier I peering point. [Yes / No] | |
| 18. | The bidder should have own NOC. Provide details of NOC {address, phone no etc.} | |
| 19. | The bidder should have adequate support facility at Mumbai to provide 24X7X365 customer support. [Yes / No] | |
| 20. | The bidder should have centralized trouble ticketing tool for call logging, monitoring and troubleshooting. Snapshots to be provided. | |
| 21. | The bidder should have toll free number for all the call logging and status update. Please provide toll free number | |
| 22. | The bidder should have well defined procedure to track call resolution status and provide updates to the Bank. Provide call logging flow chart. | |
| 23. | The bidder should have well defined management and technical escalation procedures. Provide escalation matrix. | |
| 24. | The bidder should be capable of providing last mile connectivity on Fiber or copper. Provide details of last mile proposed. | |
| 25. | The bidder should be capable of providing browser based tool for Internet Bandwidth Utilisation / Performance on Real Time, Hourly, Daily and Weekly basis. Screenshot of various reports to be attached. | |
| 26 | The bidder should have provided Internet Bandwidth to at least 3 customers. Details of customers to be enclosed. | |

Place :

Date :

Name and Signature with Seal

| | |
|-------------|--|
| Note | <ol style="list-style-type: none">1. Bidder [Service Provider] response should be complete, wherever details are asked for the bidder to provide complete details.2. Documentary proof, sealed and signed by authorized signatory, must be submitted3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.4. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof. |
|-------------|--|

Annexure -II

Technical Bid

Bidder [Service Provider] response to the Technical Bid of this Tender document must be provided as per following structure. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter, format of which has been given at the end of this section.

1. Details about bidders backbone setup and Network Diagram.
Should include details of connectivity from domestic backbone up to International gateway in India and International gateway in India to International point of presence.
2. Details of International Gateways in which bidder has ownership (No. Of Gateways, Name of Gateway, ownership details etc).
3. Details of direct peering with Tier I carriers to minimize number of hops and latency thereof to International destinations.
4. Details of International point of presence.
5. Details of Local Peering within India.
6. Details of aggregate International capacity [from international gateway in India up to International point of presence].
7. Details of routes to International connectivity. [Trans Atlantic or Trans pacific routes].
8. Details about bidders PoP from which last miles will be extended to SIDBI.
Should include location of PoP with address and contact details.
9. Details of last mile connectivity [primary and backup] provided by the bidder from the nearest PoP to SIDBI premises.
The details should include type of connectivity [fiber / wireless], own or third party, maximum capacity supported, equipment to be used for termination of links etc.
In case of third party link(s) details of the party to be given along with nature of tie-up.
10. Details of Network hardware to be provided. [specify make/model of router with IOS and any other hardware if required for connectivity]
11. Detailed Network Connectivity Diagram for the proposed solution to be provided.
12. Details about on-line interface proposed to SIDBI for monitoring uptime/downtime, bandwidth usage and other SLA parameters.
Screen shots of various reports which can be obtained from the portal to be submitted.
The bidder should be able to demonstrate on-line at SIDBI premises the features of on-line Interface.
13. Details of call lodging and call monitoring and Escalation mechanism (trouble ticketing mechanism). The entire process from call logging to call resolution to be mentioned in detail.
14. Delivery and Implementation schedule.
15. Customer Feedback:
The bidder should have provided Internet Bandwidth of at least 2Mbps and above to at least 3 enterprise customers. The details of customers as per format given below along with their feedback to be submitted.

| S.N | Name of the site / Organization | Bandwidth Capacity Provided | Last Mile Connectivity | | Contact Person, Address, Phone, Fax Nos. |
|-----|---------------------------------|-----------------------------|------------------------|---|--|
| | | | Type (Fiber / Copper) | Own / Third Party (If third Party PI specify details) | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

16. Masked Commercial Bid

17. List of deviations (as per Annexure -III)

18. Technical Proposal Covering Letter (as per Annexure –IV)

Note: Bidder must submit softcopy of complete technical bid inside the sealed envelope meant for ‘Technical Proposal’.

Annexure -III

Statement of Deviations

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point 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

| Procurement of Dedicated 3Mbps Uncompressed (1:1) Premium Internet Bandwidth – List of Deviations | | | |
|--|--------------------|-----------------------|---------------------------------------|
| Clarification point as stated in the tender document | Page Number | Section Number | Comment/ Suggestion/ Deviation |
| 1. | | | |
| 2. | | | |
| 3. | | | |

Annexure -IV

Technical Bid Covering Letter

Date :

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

Dear Sir,

Technical Bid
Procurement of Dedicated 3Mbps uncompressed [1:1]
Premium Internet Bandwidth

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your RfP document [Insert RfP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical Proposal and a commercial Proposal. The minimum eligibility criteria and technical proposal are put in one envelop and the commercial proposal in separate envelop.

If contract discussions are held during the period of validity of the Technical proposal, i.e., before [Insert Date], we undertake to contract with SIDBI, failing which our EMD may be forfeited. Our Technical Proposal is binding upon us and is subject to the modifications resulting from contract discussions.

We undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in Annexure-III in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date.

We also enclose masked Commercial Bid.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure -V

Commercial Bid

The structure of the Bidder's commercial response to this tender must be as per following order. Any extra information may be provided as separate section. Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial bids must be given with technical bid.
- All the pages of commercial bids must be sealed and signed by authorized signatory.
- The cost quoted by Bidder [service provider] should be on Flat rate and should include one time cost, last mile charges, bandwidth cost, public IP's cost, hardware rental cost and all applicable taxes and other levies. Service Tax, if any will be paid on actuals.
- Commercial bid should also contain commercial bid covering letter as per Annexure –VI.
- L1 will be arrived by taking weightage of 70% of the cost of 3Mbps [1:1] Internet Bandwidth and 30% of the cost of 4Mbps [1:1] Internet Bandwidth.
- Bidder must submit softcopy of complete commercial bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.

| S.N | Item Description | Cost Per Annum in Rupees | |
|-----|--|--------------------------|------------|
| | | In words | In figures |
| 1. | Cost of Dedicated 3Mbps [1:1] Premium Internet Bandwidth inclusive of router rental, last mile charges, Public IPs, maintenance, management etc. | | |
| 2. | Cost of Dedicated 4Mbps [1:1] Premium Internet Bandwidth inclusive of router rental, last mile charges, Public IPs, maintenance, management etc. | | |
| 3 | Total cost per annum | | |
| | Cost for Three Years (item 3 X 3) | | |

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure -VI

Commercial Bid Covering Letter

Date :

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

Dear Sir,

Commercial Bid

Procurement of Dedicated 3Mbps Uncompressed [1:1] Premium Internet Bandwidth

We, the undersigned, offer to provide services for the above-mentioned project, in accordance with your Request for Proposal *[Insert RfP Number]* dated *[Date]*, and our Proposal (Technical and Commercial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

We are also agreeable for commercial evaluation methodology defined by SIDBI in the aforesaid RfP.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal, i.e., *[Insert date]*.

We remain,

Yours sincerely,

Date Signature of Authorized Signatory ...

Place Name of the Authorized Signatory ...

Designation ...

Name of the Organization...

Seal ...

Annexure -VII

Performance Guarantee Format

(Sample 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 3rd Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation) 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 of200 .

SIGNED, SEALED AND DELIVERED.

BY
AT

IN THE PRESENCE OF WITNESS : 1) Name
.....

Signature.....

Designation.....

2) Name

.....

Signature.....

Designation.....

Annexure VIII

Letter of Competence Format

[To be executed on a non judicial stamp paper]
Letter of Competence for Quoting against SIDBI's RfP No. /.....

This is to certify that we *[Insert name of Bidder]*, Address.....are fully competent to undertake and successfully deliver the scope of services mentioned in the above RfP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to implement the connectivity expeditiously and correctly and provide the services professionally and competently.

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

Authorised Signatory of the Bidder
Date :