

Request for Proposal

VSAT Solution

For

IDBI Capital Market Services Ltd.



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RFP - VSAT Procurement for IDBI CAPITAL*Document Control Sheet*

Name of the Company	IDBI CAPITAL MARKET SERVICES LIMITED (IDBI Capital)
Tender for VSAT Procurement	For Offline / CTCL Trading Application
Date of issue	June 22 nd , 2009
Last Date and Time for Receipt of Bids	July 6 th , 2009 3.30 pm
Date and Time of Opening of Technical Bids	July 6 th , 2009 4.00 pm
Place of Opening of Bids	IDBI CAPITAL MARKET SERVICES LIMITED IDBI Building Plot Nos. 39-41, Sector 11, CBD Belapur, Navi Mumbai - 400 614
Address for Communication	Mr Parveen Sachdeva / Mr Sandeep Gorivale IDBI CAPITAL MARKET SERVICES LIMITED IDBI Building Plot Nos.39-41, Sector 11, CBD Belapur, Navi Mumbai - 400 614

Note: This tender document is not transferable.

IDBI CAPITAL MARKET SERVICES LIMITED**Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of **IDBI CAPITAL MARKET SERVICES LIMITED** (IDBI CAPITAL), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by IDBI CAPITAL to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. IDBI CAPITAL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IDBI CAPITAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

SECTION I :

Scope of work

The IDBI Capital Market Services Ltd. (IDBI Capital) is in the process of establishing VSAT based WAN links for **200** Locations in addition to its existing MPLS network. IDBI Capital invites response from Service Providers to propose a contractual arrangement for designing, supply, installation and maintenance of the VSAT (using **Extended C Band**) & network equipment.

The scope of work is as under:

1. Designing and implementing a VSAT based IP Wide Area Network connecting the IDBI Capital Data Center at CBD Belapur, Navi Mumbai or any other central location in Mumbai as decided by IDBI Capital. The network will primarily carry financial transaction related traffic and traffic pertaining to the Offline Trade/Back office Application.
2. Establishing connectivity (back haul link) between the VSAT Service provider HUB location and IDBI CAPITAL Central Location in Mumbai with appropriate capacity with redundancies to meet the service requirement of the IDBI CAPITAL is the bidder's responsibility with no cost to the IDBI CAPITAL. The minimum capacity of the link should be 512 KBPS and burstable as per requirement. Backhaul should have redundancy from alternate service providers.
3. Installation and commissioning of these equipments at the remote sites to be specified by the IDBI CAPITAL has to be carried out by the vendor. Exact location of the sites will be informed as and when the sites are ready.
4. Installation would include laying the IFL/power cable from the Outdoor Unit to the Indoor Unit with conduit and fixing of VSAT Dish with cemented structure as required.
5. Removal of minor obstructions for the purpose of clear line of sight (e.g Hoardings, Tree branches etc.)
6. Protection to the outdoor unit for proper functioning of the VSATs (e.g providing monkey cages etc)
7. Integrating the VSAT remotes to communicate with the centralized servers located at central site of the IDBI CAPITAL.
8. One year on site warranty has to be provided by the vendor. Post-warranty comprehensive onsite maintenance in terms of after sales support of the equipments supplied by the vendor with response time of less than two hours has to be provided as part of Annual Maintenance Contract.
9. Management of the Installed Network using Network Management software through a central location i.e. from vendor's hub.
10. Service Level Agreement, covering critical elements like Service availability, committed access rates, bandwidth, providing an uptime of 99.5% or more and guaranteed network latency not exceeding 900 milliseconds.
11. Adhering to the delivery schedule of each of the equipments and solution as advised by IDBI CAPITAL.
12. Completing all legal and regulatory formalities required for installing, integrating and operating the services offered.
13. Relocation of VSAT equipment as per IDBI CAPITAL requirements.

PROCEDURE FOR BID**1. Sealing and marking of Bids**

- a) Enclosing of Bid

The original Technical Bid shall be submitted in separate sealed envelope clearly marking **"Procurement VSAT Solution - Technical Bid "**

The Financial Bid shall be placed in separate sealed envelope clearly marking **"Procurement VSAT Solution – Financial Bid (Prices only) – Do not open with Technical Bid "**.

Both the envelopes carrying Technical bid (envelope A) and Financial bid (envelope B) should then be put in a single outer cover sealed. The cover should read “**Bid for Procurement of VSAT Solution**”

No indications pertaining to price or financial or commercial terms are made on the envelopes.

b) Mailing Address for Bids

Bid shall be addressed to “**The Head – Operations**” and delivered to IDBI CAPITAL at the following address :

IDBI CAPITAL MARKET SERVICES LIMITED
IDBI Building, 39-41, Sector 11, CBD Belapur, Navi Mumbai - 400 604

c) Responsibility of IDBI CAPITAL

If the outer envelope is not sealed and marked as required, IDBI CAPITAL will assume no responsibility for the bid’s misplacement or premature opening.

2. Rejection of Bid

The bid has to be submitted in the form of printed document. The bids submitted by telex, fax or email bids shall not be entertained.

Any condition put forth by the bidders non-conforming the bid requirements shall not be entertained and such bids shall be rejected.

3. Deadline for Submission of Bids

a) **Last date for Submission**

The bids (both Technical and Financial) must be received by IDBI CAPITAL, at the address specified above, not later than 3.30 PM on July 6th, 2009. In the event of the specified date for the submission of bids being declared a holiday for IDBI CAPITAL, the bids will be received up to the appointed time on the next working day.

b) **Extension for Last date for Submission**

IDBI CAPITAL may, at its own discretion, extend the period for submission of bids by amending the bid documents/RFP, in which case all rights and obligations of IDBI CAPITAL and bidders shall stand extended. However no request for extension of time from the bidders shall be binding upon IDBI CAPITAL.

4. Late Bids

Any bid received by IDBI CAPITAL after the deadline for submission of bids prescribed by IDBI CAPITAL, will be summarily rejected and returned unopened to the bidder. IDBI CAPITAL shall

not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

5. Modification and Withdrawal of Bids

a) Written Notice

The bidder may modify or withdraw its bid after the bid's submission, provided that IDBI CAPITAL receives written notice of the modification or withdrawal, before the expiration of deadline prescribed for submission of bids.

b) Signing and Marking of Notice

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A duly signed withdrawal notice may also be sent by fax or post so as to reach the designated office before the expiration of deadline for submission of bids.

c) Last Date for Notice

No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the bidder on the bid form.

6. Opening and Evaluation of Bids

Opening of Technical Bids

a) Opening of Bids

IDBI CAPITAL will open all Technical Bids, in the presence of bidders' representatives who choose to attend the Technical Bid opening at **IDBI CAPITAL MARKET SERVICES LIMITED, IDBI Building, Plot No. 39-41 Sector 11, CBD Belapur – 400 614 on 06th July, 2009 at 4.00 PM**. Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for IDBI CAPITAL, the bids shall be opened at the appointed time and location on the next working day.

b) Announcement of Bids

The bidder's names, bid modifications or withdrawals and the presence and such other details as IDBI CAPITAL at its sole discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids received late and unmarked / unsealed as specified, which shall be returned unopened to the bidders.

c) Bids Not Considered For Evaluation

Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

7. Opening of Financial Bids

a) Opening of Bids

All the bidders have to meet the General Eligibility criteria defined in Annexure-I. Technical bids of the bidders meeting the Mandatory criteria will be evaluated and bids of the qualified bidders will be opened. Financial bids of technically disqualified bidders shall not be opened and returned to the bidders.

b) Announcement of Bids

The Financial Bids will be opened, in the presence of bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to the qualified bidders. The bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder, Bid Prices, Discount, etc. will be announced at the meeting. Successful bidder will be announced after full evaluation of the documents (financial bids) separately.

8. Clarification of Bids

During evaluation of bids, IDBI CAPITAL may, at its discretion, ask the bidder for a clarification on its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received within the prescribed period, IDBI CAPITAL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

9. Eligibility Criteria / Prequalification criterion

(a) Refer to Annexure I for Technical Specifications for Eligibility

(b) Completeness of bids

IDBI CAPITAL will examine the bids to determine whether they are complete, whether they meet all the terms & conditions and Technical Specifications and whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

(c) Rejection of Non-responsive bids

A bid determined as not responsive will be rejected by IDBI CAPITAL and may not subsequently be made responsive by the bidder by correction of the nonconformity. Any decision in this regard by IDBI CAPITAL shall be final, conclusive and binding on the bidder.

(d) Waivers

IDBI CAPITAL may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

10. Evaluation and comparison of bids

- a) A screening committee constituted by IDBI CAPITAL for the purpose of selection of the successful bidder, would first evaluate Technical Bids to qualify the bidders. The bidders will be short listed, based on the responses given by the bidders to the questions in the RFP, other relevant information provided in the proposal. In the second stage, the commercials would be evaluated for those who are technically qualified.
- b) For factors retained in the Bid, one or more of the following quantification methods will be :
- (i) Delivery Schedule: The Services covered under this invitation are to be supplied, installed and commissioned within the period agreed in contract. No credit will be given to early deliveries. An adjustment of 1% of the Bid price per week or part of week will be added for evaluation of Bids offering delayed deliveries subject to maximum of 10% of contract value. A delay beyond 2 months may result in termination of the contract at the discretion of IDBI CAPITAL and vendor has to pay the Penalty.
 - (ii) Deviation in payment schedule. If a Bid deviates from the schedule and if such deviation is considered acceptable to the IDBI CAPITAL, the Bid will be evaluated by calculating interest earned for any early payment involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate of 18% p.a.
 - (iii) Annual Maintenance Charges for the period of 3 (Three) years, after one year warranty period.
- c) The company profile, past experience of the bidder in the area of supply, installation, training and operationalisation of the end to end connectivity through VSAT Network for Offline/CTCL Trading Platform, technical features of the VSAT Network, Hardware/Software requirements proposed to operationalize the VSAT Network for Offline/CTCL Trading Platform, delivery schedule, service support, price, etc. shall be some of the important technical criteria's in selecting the bidder.
- d) During the period of evaluation, bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/fax/ e-mail seeking the explanation.
- e) IDBI CAPITAL reserves the right to modify / amend the evaluation process at any time during the bid process, without assigning any reason, whatsoever, and without any requirement of intimating the bidders of any such change. Any time during the process of evaluation, IDBI CAPITAL may seek specific clarifications from any or all bidders.

- f) Technical bid evaluation methodology that IDBI CAPITAL would adopt is as given below.
- i. Mandatory Technical Specification : All technical specification mentioned in Annexure 2 are mandatory requirements and should be complied. **In the absence of these specifications, the bid will be rejected.**
 - ii. The Financial Bid is in a form of a table as provided in Annexure - 3
- g) The Financial Bids of the finally technical qualified short listed bidders would be opened in their presence or their authorized representatives wishing to be present.
- h) No intimation would be sent to the unsuccessful bidders.
- i) The evaluation of the financial proposals shall be based on the lowest rate quoted by the bidders as indicated in the formats suggested for furnishing the Financial Details vide Annexure - 3.
- j) IDBI CAPITAL's decision in respect to evaluation methodology and short-listing bidders will be final and no claims whatsoever in this respect will be entertained.
- k) IDBI CAPITAL is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever.
- l) IDBI CAPITAL also reserves the right to re-issue/re-commence the bid/bid process. Any decision in this regard by IDBI CAPITAL shall be final, conclusive and binding on the bidders.

SECTION II :

TERMS AND CONDITIONS OF THE RFP / CONTRACT

A. Definitions

In the Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- a) "The Contract" means the agreement to be entered into between IDBI CAPITAL and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and implementation of software & provide / carry out the Services of Vendor, as indicated / spelt out in Scope of Work.
- b) "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by IDBI CAPITAL and shall include its authorized representatives and successors.
- c) "IDBI CAPITAL" or "The Purchaser" means IDBI CAPITAL MARKET AND SERVICES LIMITED including its successors and assigns.

- d) "The Contract Price" means the price / compensation payable to the Vendor/ Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- e) "Warranty Period" means the period of 1 year commencing from the date of successful implementation as mentioned in the acceptance / commissioning certificate issued by Purchaser/IDBI CAPITAL.
- f) In case of a difference of opinion on the part of the bidder in comprehending and / or interpreting any clause / provision of the Bid Documents after submission of the bid, the interpretation by Purchaser / IDBI CAPITAL and decision of Purchaser / IDBI CAPITAL in this behalf shall be final, conclusive and binding on the bidder.
- g) "Acceptance of bid" means the letter / fax or any memorandum communicating to the Bidder the acceptance of his bid
- h) "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by IDBI CAPITAL).
- i) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential
- j) "Commissioning" means the successful installation of the System, including supply, configuration, customization, integration, migration with existing software successful testing of all hardware & software is executed to the satisfaction of the Purchaser.
- k) "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programmes, software and / or databases or microfilm or computer generated microfiche or similar device.
- l) "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

- m) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- n) "Parties" means the Purchaser / IDBI CAPITAL and the Bidder / Vendor and "Party" means either of the Parties.
- o) "Site" means the place in which the operations / service(s) are to be carried out or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

B. Interpretation

In this Contract unless a contrary intention is evident:

- a) The clause headings are for convenient reference(s) only and do not form part of this Contract;
- b) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d) A word in the singular includes plural and a word in the plural includes singular;
- e) A word importing a gender includes any other gender;
- f) A reference to a person includes a partnership and a body corporate;
- g) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- i) Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI CAPITAL.

- j) The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

C. Standard of Performance

The Vendor / Bidder shall perform the service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology, procedures and methods. The Vendor / Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to IDBI CAPITAL and shall, at all times, support and safeguard IDBI CAPITAL's legitimate interests in any dealing with third parties.

D. Use of Contract Documents & Information

- a) The Bidder / Vendor shall treat all documents, information, data and communication of and with IDBI CAPITAL / the Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder / Vendor shall execute the Non-Disclosure Agreement simultaneously at the time of execution of the Contract. The Bidder / Vendor shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser / IDBI CAPITAL in connection therewith, to any person other than a person employed by the Bidder/Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
- b) The Bidder/Vendor shall not, without Purchaser's / IDBI CAPITAL's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.
- c) Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser / IDBI CAPITAL and shall be returned (in all copies) to Bidder / Vendor on completion of the Bidder's / Vendor's performance under and in accordance with the Contract, if so required by Purchaser / IDBI CAPITAL.

E. Intellectual Property Rights and Patent Rights

- a) Purchaser / IDBI CAPITAL shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of the Contract, including all processes and products which have been developed by the Bidder / Vendor during the performance of service(s) and for the purposes of inter-alia, use or sub-license of such service(s) under the Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the service(s) to the Purchaser / IDBI CAPITAL and execute all such agreements / documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser / IDBI CAPITAL.
- b) Further, the Bidder / Vendor shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Bidder / Vendor, shall be acquired in the name of the Purchaser / IDBI CAPITAL, prior to termination of the Contract and which shall be assigned by the Purchaser / IDBI CAPITAL if necessary under the applicable laws or otherwise to the Bidder/Vendor for the purpose of execution of any of its obligations under the terms of the bid, or the Contract. However, subsequent to the term of the Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser / IDBI CAPITAL.
- c) The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the service(s), it does not infringe the Intellectual Property Rights of any person and the Bidder / Vendor shall keep the Purchase / IDBI CAPITAL, its directors, employees, agents and representatives indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and / or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission / license terms or infringement of any Intellectual Property Rights by the Bidder / Vendor or any sub-Bidder during the course of performance of the service(s).

F. Indemnity

- a) The Bidder / Vendor shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser / IDBI CAPITAL in a form and manner, indemnifying the Purchaser / IDBI CAPITAL its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever

suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of patent, trademark, Intellectual Property Rights, copy-rights or industrial drawings and designs arising from use of the services or any part thereof and / or otherwise. The vendor has also to give Undertaking as stipulated in Annexure-4.

G. Warranty

a) Vendor shall confirm comprehensive **on-site warranty of one year** from the date of installation and commissioning of the equipment.

Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to IDBI CAPITAL & IDBI CAPITAL will not pay visit charges for replacing the spare parts. No advance payment will be made for spares ordered. Warranty should not become void if IDBI CAPITAL buys any other supplemental hardware from a third party and installs it with these equipments. However, the warranty will not apply to such hardware items installed.

b) Post warranty the application will be covered under the AMC. As part of AMC the Vendor / Bidder has to provide following service(s):

- ❖ All Hardware / Technical upgrades should be provided as part of AMC.

c) IDBI CAPITAL shall notify the Vendor of any claims arising under this warranty. If the Vendor / Bidder, having been notified, fails to remedy the defect(s) within a timeframe specified in the Service Level Requirements Section Annexure-5, IDBI CAPITAL shall proceed to take such remedial action as may be necessary, at the Vendor's / Bidder's risk and expense and without prejudice to any other rights which IDBI CAPITAL may have against the Vendor under the Contract or applicable laws or in equity.

H. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written mutual consent signed by both the Parties i.e. the Vendor / Bidder and IDBI CAPITAL.

I. Delay in the Vendor's / Bidder's Performance

a) Performance of the Contract shall be made by the Vendor / Bidder in accordance with the time schedule specified by IDBI CAPITAL

- b) A delay by the Vendor / Bidder in the performance of its Contract obligations shall render the Vendor/Bidder liable to any or all the following sanctions:
- i. Imposition of liquidated damages, and / or
 - ii. Termination of the Contract for default
 - iii. Penalty of 1% of the total contract value for every weeks delay subject to maximum 10% of the total contract value.
- c) If at any time during performance of the Contract, the Vendor / Bidder encounter conditions impeding timely completion of the Service(s) under the Contract and performance of Service(s) / System, the Vendor / Bidder shall promptly notify IDBI CAPITAL in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Vendor's / Bidder's notice, IDBI CAPITAL shall evaluate the situation and may at its discretion extend the Vendor's / Bidder's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

J. User Acceptance Test and Quality Check

- a) The User Acceptance Tests, which shall involve testing of the entire setup including the hardware, and its integration with application software and within the time limit prescribed by IDBI CAPITAL with live and test data shall be conducted by Vendor at all the locations prescribed by IDBI CAPITAL. The User Acceptance Test must be completed to the satisfaction of IDBI CAPITAL, within a time frame specified by IDBI CAPITAL.
- b) IDBI CAPITAL reserves the right to evolve a procedure of Quality Checking to ensure that the VSAT Network for Applications is according to the prescribed specifications.
- c) The Soft Launch and system roll out acceptance criteria shall be defined, through mutual agreement between IDBI CAPITAL & the Vendor, at the time of finalization of Contract/Agreement.
- d) Nothing stated herein above shall in any way release or discharge the Vendor from any warranty or other obligations / liabilities under and in accordance with the Contract / Agreement.

a) Maintenance / Support Stage:

- i. The Vendor's request(s) for payment shall be made to IDBI CAPITAL in writing (Invoice) accompanied by SLA (Service Level Requirements) compliance reports for which payment is being claimed.
- ii. All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task, to be submitted by the Project-coordinating team, as appointed by IDBI CAPITAL for this purpose.

- iii. Penalties, if any, on account of liquidated damages and non-compliance of SLA (Service Level Requirements), shall be deducted from the invoice value.

K. Liquidated Damages

- a) If the Vendor fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the Contract/Agreement, IDBI CAPITAL / Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract / Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract price subject to maximum deduction of 10% of the order value of the delayed Service(s) or unperformed Service(s). In case of undue delay beyond a period of 15 days unless otherwise waived by the IDBI CAPITAL / Purchaser, Purchaser may consider termination of the Contract
- b) If the Vendor fails to complete the entire works before the scheduled completion date or the extended date or if the Vendor repudiates the Contract before completion of the Services, IDBI CAPITAL / the Purchaser may without prejudice to any other right or remedy available to IDBI CAPITAL / the Purchaser as under the Contract recover from the Vendor, as ascertained and agreed liquidated damages and not by way of penalty:
- c) IDBI CAPITAL / the Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Vendor in its hands (which includes IDBI CAPITAL's / the Purchaser's right to claim such amount against Vendor's IDBI CAPITAL) or which may become due to the Vendor. Any such recovery or liquidated damages shall not in any way relieve the Vendor from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement.

L. Force Majeure

- a) Notwithstanding the provisions of this RFP the Vendor shall not be liable for forfeiture of its Performance IDBI CAPITAL Guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract/Agreement is the result of an event of Force Majeure.
- b) For purpose of this Clause "Force Majeure" means war or revolution, terrorist act, fire, flood, earthquake, epidemic, quarantine restriction and freight embargoes.
- c) If a Force Majeure situation arises, the Vendor shall promptly notify IDBI CAPITAL in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI CAPITAL in writing, the Vendor 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. IDBI CAPITAL may terminate the Contract /

Agreement, by giving a written notice of minimum 30 days to the Vendor, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 days.

M. Resolution of Disputes

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract/Agreement in the following manner:

- a. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Mr. Rakesh Garg of IDBI CAPITAL/the Purchaser and authorized person of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Vendor shall not be entitled to suspend the service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Service(s) in accordance with the provisions of the Contract / Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section survives the Contract / Agreement.

N. Implementation

The successful Bidder / Vendor shall complete and implement the project / perform and render the Services within the agreed time frame starting from the date of award of Contract / Agreement. Time is the essence of this Contract / Agreement.

O. 'NO CLAIM' Certificate

The Vendor shall not be entitled to make any claim, whatsoever, against IDBI CAPITAL, under or by virtue of or arising out of, the Contract/Agreement, nor shall IDBI CAPITAL entertain or consider any such claim, if made by the Vendor after he has signed a 'No Claim' Certificate in favor of IDBI CAPITAL in such forms as shall be required by IDBI CAPITAL after the works are finally accepted.

P. Survival

- a) Any provision of the Contract / Agreement which, either expressly or by implication, survive the termination or expiration of the Contract / Agreement, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract / Agreement is valid and in force and effect.
- b) The provisions of the clauses of the Contract / Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless IDBI CAPITAL / the Purchaser notifies the Vendor of its release from those obligations.

Q. No Agency

The Service(s) of the Vendor herein shall not be construed as any agency of IDBI CAPITAL/ the Purchaser and there shall be no principal agency relationship between IDBI CAPITAL and the Vendor in this regard.

R. No Set-off, counter-claim and cross claims.

In case the Vendor / Bidder has any other business relationship with IDBI CAPITAL/ the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract / Agreement to the Vendor/ Bidder for any payments receivable under and in accordance with that business.

S. Key Performance Measurements

Unless specified by IDBI CAPITAL/ the Purchaser to the contrary, the Vendor/ Bidder shall perform the Service(s) and carry out the Service(s) under and in accordance with the terms of the Contract/Agreement.

T. Commencement and Progress

The Vendor/ Bidder shall proceed to carry out the Service(s) with diligence and care in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract/Agreement and shall meet the standards of good industry practice.

U. Start of Installation:

Prior to taking up installation of any major component of work, the Vendor/ Bidder shall submit to IDBI CAPITAL/ the Purchaser his proposed procedures and obtain IDBI CAPITAL's/Purchaser's approval in writing.

V. Reporting Progress:

- a) The Vendor/ Bidder shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Service(s) to IDBI CAPITAL/ the Purchaser. IDBI CAPITAL/ the Purchaser on mutual agreement between both Parties may change the periodicity of such reports.
- b) Also the Vendor/Bidder will have to participate in weekly meetings with IDBI CAPITAL/ the Purchaser to discuss project progress and various issues concerning efficient and timely execution.
- c) If at any time it appears to IDBI CAPITAL/ the Purchaser that the actual progress of work does not conform to the approved programme, the Vendor/ Bidder shall produce at the request of IDBI CAPITAL/ the Purchaser a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion.
- d) The submission for approval by IDBI CAPITAL/ the Purchaser of such revised programme shall not relieve the Vendor/ Bidder of any of his duties, obligations or responsibilities under the Contract/Agreement.

W. Statutory Requirements:

During the tenure of the Contract/Agreement nothing shall be done by the Vendor/Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep IDBI CAPITAL/ the Purchaser, its directors, officers, employees, representatives, agents and consultants indemnified in this regard.

X. IDBI CAPITAL's/ Purchaser's Right of Inspection and Periodic Audit

- a) IDBI CAPITAL/ the Purchaser reserves the right to inspect and monitor/assess the progress of the Services at any time during the course of the Contract/Agreement. The Purchaser may demand and upon such demand being made, IDBI CAPITAL/ the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the Services.
- b) IDBI CAPITAL/ the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Vendor/ Bidder of its obligations/functions in accordance with the standards committed to or required by IDBI CAPITAL/ the Purchaser and the Vendor/ Bidder undertakes to cooperate with and provide to IDBI CAPITAL/ the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Vendor/ Bidder failing which IDBI CAPITAL/ the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.
- c) It is expressly agreed that nothing stated herein above shall in any way release or discharge the Vendor/ Bidder from any warranty or other obligations / liabilities under and in accordance with the Contract/Agreement.

Y. Contract Prices

Prices payable to the Bidder as stated in the Contract/Agreement shall be firm and not subject to adjustment during performance of the Contract/Agreement, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc

Z. Information Security:

- a) The Vendor/ Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of IDBI CAPITAL's/ Purchaser's premises without written permission from IDBI CAPITAL/ the Purchaser.
- b) The Vendor/ Bidder personnel shall follow IDBI CAPITAL's/ the Purchaser's information security policy and instructions in this behalf.
- c) The Vendor/ Bidder acknowledges that IDBI CAPITAL's/ the Purchaser's business data and other proprietary information or materials, whether developed by IDBI CAPITAL/ the Purchaser or being used by IDBI CAPITAL/ the Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to IDBI CAPITAL/the Purchaser; and the Vendor/ Bidder

agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Vendor/ Bidder to protect its own proprietary information. Vendor/ Bidder recognizes that the goodwill of IDBI CAPITAL/ the Purchaser depends, among other things, upon Vendor/ Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Vendor/ Bidder could damage IDBI CAPITAL/the Purchaser. By reason of Vendor's/ Bidder's duties and obligations hereunder, Vendor/ Bidder may come into possession of such proprietary information, even though the Vendor/ Bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract/Agreement. Vendor/ Bidder shall use such information only for the purpose of performing the Service(s).

- d) Vendor/ Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by IDBI CAPITAL/ Purchaser, whichever is earliest, return any and all information provided to Vendor/ Bidder by IDBI CAPITAL/the Purchaser, including any copies or reproductions, both hardcopy and electronic.

AA. Ownership and Retention of Documents

- a) IDBI CAPITAL/ the Purchaser shall own the documents, prepared by or for the Vendor/Bidder arising out of or in connection with the Contract/Agreement.
- b) Forthwith upon expiry or earlier termination of the Contract/Agreement and at any other time on demand by IDBI CAPITAL/the Purchaser, the Vendor/Bidder shall deliver to IDBI CAPITAL/the Purchaser all documents provided by or originating from IDBI CAPITAL/ the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by IDBI CAPITAL/ the Purchaser at no additional cost. The Vendor/ Bidder shall not, without the prior written consent of IDBI CAPITAL/ the Purchaser store, copy, distribute or retain any such Documents.

BB. Data Ownership

By virtue of the Contract/Agreement, the Vendor's/ Bidder's team may have access to personal and business information of IDBI CAPITAL/ the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. IDBI CAPITAL/ the Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Vendor/Bidder or Vendor's/Bidder's team in the course of performing the Service(s) under the Contract/Agreement.

CC. Representations and Warranties

- a) In order to induce IDBI CAPITAL/the Purchaser to enter into the Contract/Agreement, the Vendor/Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:
- i. That the Bidder is a company¹ which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by IDBI CAPITAL/ the Purchaser.
 - ii. That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement.
 - iii. That the representations made by the Vendor/ Bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless IDBI CAPITAL/ the Purchaser specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.
 - iv. That the Vendor/ Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract/Agreement.
 - v. That the Vendor/Bidder shall ensure that all assets including but not limited to software's, licenses, Databases, documents, etc. developed, procured, deployed and created during the term of the Contract/Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
 - vi. That the Vendor/ Bidder shall use such assets of IDBI CAPITAL/ the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
 - vii. That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product

¹ Applicable only in case bidder is a company within the meaning of Companies Act, 1956.

free from all claims, titles, interests and liens thereon and shall keep IDBI CAPITAL/ the Purchaser, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

- viii. That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- ix. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- x. That there are – (a) no legal proceedings pending or threatened against Vendor/ Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract/Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Vendor/ Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- xi. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract/Agreement.
- xii. That all conditions precedent under the Contract/Agreement has been complied.
- xiii. That neither the execution and delivery by the Vendor/Bidder of the Contract/Agreement nor the Vendor's/ Bidder's compliance with or performance of the terms and provisions of the Contract/Agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.
- xiv. That the Vendor/ Bidder certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Vendor/Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.

- xv. That the Vendor/ Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of IDBI CAPITAL/ the Purchaser, which may directly or indirectly have a bearing on the Contract/Agreement or Service(s).
- xvi. That the Vendor/Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the Service(s) and the Vendor/Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Vendor/Bidder or which the Vendor/Bidder is licensed to use, which are material in the context of the Vendor's/ Bidder's business and operations are being infringed nor, so far as the Vendor/ Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Vendor/ Bidder by any person. All Intellectual Property Rights (owned by the Vendor/ Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep IDBI CAPITAL/the Purchaser, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

DD. Confidentiality

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

- i. To maintain and use the Confidential Information only for the purposes of the Contract/Agreement as permitted herein;
- ii. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
- iv. to treat Confidential Information as confidential for a period of [3] years from the date of receipt. In the event of earlier termination of the Contract/Agreement, the Parties hereby

agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:

- i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- ii. is independently developed by the recipient without breach of the Contract/Agreement ;
- iii. information in the public domain as a matter of law;
- iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
- v. is released from confidentiality with the written consent of the other Party.

The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

Notwithstanding the foregoing, the Parties acknowledge that the nature of the Service(s) to be performed under this Contract/Agreement may require the Vendor's/ Bidder's personnel to be present on premises of IDBI CAPITAL/the Purchaser or may require the Vendor's/ Bidder's personnel to have access to computer networks and databases of IDBI CAPITAL/ the Purchaser while on or off premises of IDBI CAPITAL/the Purchaser. It is understood that it would be impractical for IDBI CAPITAL/ the Purchaser to monitor all information made available to the Vendor/ Bidder under such circumstances and to provide notice to the Vendor/ Bidder of the confidentiality of all such information. Therefore, the Vendor/ Bidder agrees that any technical or business or other information of the Vendor/ Purchaser that the Vendor's/ Bidder's personnel, sub Bidders, or agents acquire while on the IDBI CAPITAL's/ Purchaser premises, or through access to IDBI CAPITAL's/ the Purchaser computer systems or databases while on or off IDBI CAPITAL's/ the Purchaser premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of the Contract/Agreement, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained

herein shall in any manner impair rights of IDBI CAPITAL/ the Purchaser in respect of the Systems, Service(s), and Documents etc.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of the Contract/Agreement without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract/Agreement.

The provision of this clause shall survive termination of the Contract/Agreement till such Confidential Information enters public domain.

EE. Termination

- a) IDBI CAPITAL/ the Purchaser may, terminate the Contract/Agreement by giving the Vendor/ Bidder a prior and written notice indicating its intention to terminate the Contract/Agreement under the following circumstances:
- i. Where it comes to IDBI CAPITAL's/ the Purchaser's attention that the Vendor/ Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of IDBI CAPITAL/the Purchaser, in relation to any of terms of the Bidder's bid or the Contract/Agreement.
 - ii. Where the Vendor's/ Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Vendor/ Bidder, any failure by the Vendor/ Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Vendor/ Bidder or the happening of any such events that are adverse to the commercial viability of the Vendor/ Bidder.
 - iii. In the event of the happening of any events of the above nature, IDBI CAPITAL/ the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Bidder, and to ensure business continuity.
- b) **Termination for Insolvency:** IDBI CAPITAL/ the Purchaser may at any time terminate the Contract/Agreement by giving written notice to the Vendor/ Bidder, without compensation to the Vendor/ Bidder, if the Vendor/ Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has

accrued or will accrue thereafter to IDBI CAPITAL/the Purchaser.

- c) **Termination for Default:** IDBI CAPITAL/ the Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor/Bidder, may terminate the Contract/Agreement in whole or in part.

FF. Consequences of Termination

- a) In the event of termination of the Contract/Agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract/Agreement or otherwise], IDBI CAPITAL/ the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor/ Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor/ Bidder to takeover the obligations of the erstwhile Vendor/ Bidder in relation to the execution/continued execution of the scope of the Contract/Agreement.
- b) In the event that the termination of the Contract/Agreement is due to the expiry of the term of the Contract/Agreement, a decision not to grant any (further) extension by IDBI CAPITAL/ the Purchaser, the Vendor/ Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as IDBI CAPITAL/ the Purchaser may specify including training, where the successor(s) is a representative/personnel of IDBI CAPITAL/the Purchaser to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c) Where the termination of the Contract/Agreement is prior to its stipulated term on account of a default on the part of the Vendor/ Bidder or due to the fact that the survival of the Vendor/ Bidder as an independent corporate entity is threatened/has ceased, IDBI CAPITAL/ the Purchaser shall pay the Vendor/ Bidder for that part of the Service(s) which have been authorized by IDBI CAPITAL/ the Purchaser and satisfactorily performed by the Vendor/ Bidder up to the date of termination, without prejudice to any other rights, IDBI CAPITAL/the Purchaser may retain such amounts from the payment due and payable by IDBI CAPITAL/ the Purchaser to the Vendor/ Bidder as may be required to offset any losses caused to IDBI CAPITAL/ the Purchaser as a result of any act/omissions of the Vendor/ Bidder. All third parties shall continue to perform all/any functions as stipulated by IDBI CAPITAL/ the Purchaser and as may be proper and necessary to execute the service(s) under the Contract/Agreement in terms of the Vendor's/ Bidder's bid and the Contract/Agreement.

- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract/Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- e) Termination survives the Contract/Agreement.
- f) Conflict of interest: The Vendor/ Bidder shall disclose to IDBI CAPITAL/ the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor/ Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- g) Publicity: The Vendor/ Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract/Agreement unless IDBI CAPITAL/ the Purchaser first gives the Vendor/ Bidder its prior written consent.

GG. Relationship between the Parties:

- a) Nothing in the Contract/Agreement constitutes any fiduciary relationship between IDBI CAPITAL/the Purchaser and Vendor/ Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between IDBI CAPITAL/the Purchaser and Vendor/ Bidder.
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract/Agreement.
- c) IDBI CAPITAL/ the Purchaser has no obligations to the Vendor's/Bidder's team except as agreed under the terms of the Contract/Agreement.

HH. No Assignment

The Contract/Agreement cannot be transferred or assigned by the Vendor/ Bidder without the prior written approval of IDBI CAPITAL / the Purchaser.

II. Entire Contract

The terms and conditions laid down in the bid and all annexure thereto shall be read in consonance with and form an integral part of the Contract/Agreement. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

JJ. Governing Law

The Contract/Agreement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract/Agreement.

KK. Jurisdiction of Courts

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to the Contract/Agreement. These provisions shall survive the Contract/Agreement.

LL. Suspension of Payment to the Vendor/ Bidder

IDBI CAPITAL may by a written notice of suspension, suspend all payments to the Vendor/ Bidder under the Contract/Agreement, if the Vendor/ Bidder failed to perform any of its obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension:

- i. Shall specify the nature of the failure and
- ii. Shall request the Vendor/ Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

MM. Time Limit for the Commencement of Work

Time limit for commencement of work shall be four (4) weeks from the time of award of Contract.

NN. Period of Contract

- a) The VSAT Implementation at IDBI CAPITAL office One month from the award of Contract.
- b) Warranty Period of Contract/Hardware shall be for 1 year and will start from the time the VSAT Implementation has been accepted by IDBI CAPITAL by issuing Certificate of acceptance as implemented above.
- c) AMC for System Maintenance and Support service(s) period will be for 3 years after the expiry of 1-year warranty period. .
- d) The period of Contract shall be extendable, based on mutually agreed terms and conditions.

SECTION III:

ANNEXURE - 1

1 General Eligibility Criteria

General Eligibility Criteria #		Yes	No
01.	Bidder should have installed minimum 1500 VSATs on their own HUB of which at least 100 VSATs must have been installed for a single organization.	Y	N
02.	Number of Stock Broking Houses using the VSAT solution should be at least 10 with more than 25 VSAT Locations	Y	N
03.	Availability of Onsite Support at Minimum 10 Locations	Y	N
04.	Having Dedicated support staff at HUB	Y	N
05.	Feasibility / Coverage across India	Y	N
06.	Bidder should have their own operational HUB for all the products quoted with a requisite wireless planning co-ordination (WPC) or Network Operation and Control centre (NOCC) clearance for the network.& VSAT WPG/NoCC License from DoT .	Y	N
07.	Support all exchanges (NSE, BSE, MCX) with multicast application support and successfully implemented the solution with atleast 1 broker.	Y	N
08.	Vendor company profitable in Last 3 years.	Y	N
09.	Minimum Gross Annual Turnover of the Company > Rs.10 crores	Y	N
10.	Bandwidth monitoring tools (Both Broadcast and Interactive.)	Y	N
11.	Vendor company should be in VSAT Solution for Minimum (3 years)	Y	N
12.	Bidder's office should be in India	Y	N

ANNEXURE 2: Technical Specifications (Part – A)

	Compliance Yes/No	Comments on deviation if any
Bidder should have valid commercial shared license for Extended C band technology	Yes/No	
Documentation of VSAT network diagram.	Yes/No	
Provide 24x7 monitoring, alerting and troubleshooting of all hardware/software and media faults.	Yes/No	
Fault, Configuration & Performance management.	Yes/No	
Support for Multicast traffic over for real time trade applications.	Yes/No	
IP addressing scheme compatible with the IDBI Capital's existing network	Yes/No	
Network latency period not to exceed 900 milliseconds.	Yes/No	
Location wise Flexible bandwidth for capacity management		
Network connectivity through secured encrypted methods.	Yes/No	

ANNEXURE 2: Technical Specifications (Part – B)
Indicative Antenna Specifications for Ext-C broadband Remote VSAT

Sr. No.	Parameter	Minimum specification required	Complied (Y/N)
	<u>Antenna</u>		
a)	Antenna Size (Diameter)	1.2 Metres. (as per DoT norms for Ext C Band)	
b)	Mount Type	Non-Penetrating mount, Elevation over Azimuth	
c)	Type of Feed	Offset feed	
d)	Operating frequency	To be specified	
e)	Tx Gain (Mid Band)	36.8 dB	
f)	Rx Gain (Mid Band)	33.4dB	
g)	Antenna Adjustment Range	In Azimuth- 0° to 360° Continuous In Elevation- 5° to 90° Continuous	
h)	Wind Loading	Operational- 80 Kmph Survival- 200 Kmph	
i)	Reflector	Made of SMC Material	
<u>Radio Frequency Unit-Transmit</u>			
a)	Transmit (Output) Frequency	6.725 - 7.025 GHz	
b)	Receive (Input) Frequency	950 to 1750 MHz, L Band	
c)	Output Power	Minimum 2 Watt	
<u>Radio Frequency Unit-Receive</u>			
a)	Input Frequency	4.5-4.8 GHz	
b)	Output Frequency	950 to 1750 MHz, L Band	
c)	DC power requirement	From IDU	
	Environmental specification of ODU	-	

Temperature Range	-5 to +50 C (operating)	
	-20 to +70 C (storage)	

1) In-Door Unit (IDU)	<u>Specification</u>	<u>Compliance & Remark (Y/N)</u>
In route		
a) In route data rate capability	Minimum 200 Kbps, upgradeable up to 1.5 Mbps without any modification	
b) Modulation	GMSK or better	
c) In route Access	MFTDMA	
d) Bit Error Rate (BER)	Better than 1×10^{-7}	
Out route		
a) Out Route Data rate	Upto 40 Mbps.	
b) Out route format	DVB / MPEG 2 Transport stream (ISO /IEC 13818)	
c) Modulation	QPSK or better	
d) Bit Error Rate(BER)	Better than 1×10^{-7}	
Physical Interface	-	
a) No. of Ethernet Ports	One	
b) Port Speeds	10/100 Mbps	
c) Data Transport Protocols	TCP/IP and UDP, TCP acceleration	
Other essential Features		
The IDU shall support –		
	Packet filtering,	
	TCP spoofing,	
	QOS on both inbound and outbound	
Access Schemes on Inbound		
	Guaranteed bandwidth	
	Bandwidth on Demand	
	Slotted Aloha	
	Mix of the above	
Environmental specifications		
Temperature	0° to 45° C operating, -20° to 70 C Storage	
Humidity	95% RH Non condensing at 0° to 40° C	

2) Out door unit Parameter	Minimum specification required	
-		
Radio Frequency Unit- Transmit	-	
Transmit (Output) Frequency	6.725 - 7.025 GHz	
Receive (Input) Frequency	950 to 1450 MHz, L Band	
Output Power	Minimum 2 Watt	
Radio Frequency Unit- Receive	-	
Input Frequency	4.5-4.8 GHz	
Output Frequency	950 to 1450 MHz, L Band	
DC power requirement	From IDU	
Environmental specification of ODU	-	
Temperature Range	-5 to +50 C (operating)	
	-20 to +70 C (storage)	

Bidder Inquiries and BoM Responses:

All enquiries / clarifications from the bidders, related to this RFP must be directed in writing exclusively to the contact person notified by the IDBI Capital.

The preferred mode of delivering written questions to the aforementioned contact person would be through mail, Telephone calls will not be entertained.

IDBI Capital responses to the queries from all bidders will be communicated to all the bidders and also be hosted on website tender section. No request for clarification from any bidder shall be entertained after Pre-bid Meeting.

ANNEXURE 3: Service Level Agreement (SLA)

Features	COMPLIED	Comments on deviation if any
24 X 7 Monitoring Operation	Yes / No	
WAN Performance report per site/CUG basis.	Yes/ No	
Up-Time Commitment of 99% for Hub with Penalty Clause	Yes/ No	
Up-Time Commitment of 99% for individual remote location with Penalty Clause	Yes/ No	
Network latency period not to exceed 900 ms seconds	Yes/ No	
Proactive Monitoring of the VSAT Network for reduced downtime	Yes/ No	
Escalation matrix	Yes / No	
Review and setting of Routing policies	Yes / No	
QoS implementation and review	Yes / No	
NMS portal online access	Yes / No	
Backhaul link management.	Yes / No	

Penalty Clause

In case vendor is not able to meet uptime, then vendor will be liable for the penalties to the following extent.

Type	Penalty
Trading Hours	For every 1% drop in SLA uptime penalty of 1% on monthly charges will be deducted subject to maximum of 10%
Non Trading Hours	For every 1% drop in SLA uptime penalty of 0.5 % on monthly charges will be deducted subject to maximum of 5%

1. During the AMC period the following service levels are expected to be maintained by the Vendor/Bidder. Failing to which the penalties will be charged by IDBI CAPITAL and payments are made after adjusting the penalties for not meeting the service levels.
2. Breach of Service levels consistently on part of the Vendor/Bidder may lead to invocation of Clause for "Termination for Default"

SN	Category	Severity	Timeframe for Workaround	Timeframe for Problem
1	Problem/ Issue/ Defect	Critical	1 Hr	4 Hr
		High	2 Hr	8 Hrs (With in a Day)
		Low	8 Hr (One Day)	Within a Week
2	Enhancement Request	Critical	NA	8 Hr (With in a Day)
		High	NA	With in a week

		Low	NA	Mutually agreed between Vendor & IDBI CAPITAL.
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ANNEXURE 4: Content and Format of Financial Bid

1. VSAT and Bandwidth Procurement Cost

Cost Break up:

Sr. No	Cost Head	Price (INR)
1	Supply, Transportation, Site Survey, Installation & Testing of the VSAT including IFL Cable (IDU, ODU, Dish as per specifications) including 1 year on site warranty for single VSAT for total 200 VSATS	
2	Bandwidth cost per 100 KBPS (Recurring per annum)	
3	Backhaul bandwidth cost from hub to central location (minimum 512 KPBS burstable as per requirement) (including redundant link from alternate service provider) Router will be provided by IDBI Capital at central location ,and Router at Hub end will be either rental shared basis from Vendor or will be provided by IDBI Capital.	
5	Sub-Total (S.No.1 to 3)	
6		
7	Total 3 Year AMC cost (after one year warranty period) 200 VSATS	
8	Grand Total	SUM

Total Cost of VSAT Procurement = INR {in words} only. Prices inclusive of all taxes and octroi will be actuals.

Vendors have to quote for optional items which will not be taken into account while calculating Total Cost of Ownership or L1. IDBI Capital reserves the right to re-negotiate the optional rates as per prevailing market conditions.

2. Optional Items

Sr. No	Cost Head	Price (INR) *
1	Bandwidth cost per 1 KBPS (Recurring per annum)	
2	Backhaul upgrade cost from 512 K to 1 MBPS	
3	Backhaul upgrade cost from 1 Mbps to 2 MBPS	
4	Rental cost for shared router at Hub end	
5	Shifting of VSAT from one location to another locations including dismantle, installation , excluding Transport charges.	
	* Inclusive of taxes	

Router will be provided by IDBI Capital at central location ,and Router at Hub end will be either rental shared basis from Vendor or will be provided by IDBI Capital.

Terms & Conditions:

1. Only technically qualified vendors would be eligible for BID.
2. The bidder should be in sound financial condition as judged by IDBI CAPITAL for this purpose. A copy of last three financial years relevant audited balance sheets should be submitted with the Technical Bid together. The bidder should be in business of supplying, installing, commissioning and maintaining of VSAT in India for last three years.
3. The production unit / factory of the brand of VSAT being quoted should be ISO 9001:2000 certified. If the production units are outside India, they should meet equivalent international standards.
4. IDBI CAPITAL prefers Original Equipment Manufacturer (OEM) to Bid directly. However, OEM can quote through a distributor who should meet all the eligibility criteria. However, both should not participate together, in which case both will be disqualified. Only technically qualified vendors would be eligible for online Bid.
5. The support locations should cover 75 % of the geographical spread of the locations. The vendor should submit a list of support center addresses, contact person & the resolution/response matrix for above locations along with bids.
6. The Bidder shall indicate the unit prices and total Bid Prices of the services, it proposes to provide under the Contract.
7. The total price quoted must be inclusive of cost of supply and providing services during the warranty period. All applicable taxes including sales tax, VAT, duties, levies, charges, Road Permits/Entry Tax, Service tax, Site survey etc. octroi payable if applicable.
8. The prices quoted should be valid for a period of 12 months extendable up to 36 months from the date of award of the contract or till the successful commissioning of the systems as mentioned in the acceptance certificate.
9. The unit prices quoted will be considered for further orders over and above the projected quantities', if any.
12. In the absence of above information a bid may be considered incomplete and summarily rejected. Any decision in this regard by IDBI CAPITAL shall be final, conclusive and binding on the Bidder.
13. Bidder shall carry out the supply and implementation of VSAT(s) strictly in accordance with the requirements detailed as per technical specification of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document and to complete the Work duly operable and safe as per the best industry practice.
14. In case wherein VSAT cannot be delivered due to unforeseen circumstances, a standby arrangement needs to be done within 24 hours.
15. IDBI CAPITAL Ltd shall place the Order on the Lowest Cost Bidder for these supplies, provided the bidder fulfills the requirements. In case of the lowest bidder not fulfilling the same then the next bidder shall be considered for the supplies. However IDBI CAPITAL Ltd shall be under no obligation to accept the lowest BID bidder's claims. The decision of the IDBI CAPITAL Ltd in this regard shall be final. Based on the suitability of the offer/bid, IDBI CAPITAL Ltd. reserves the right to place or cancel the Purchase Order without assigning any reason whatsoever.
16. Individual orders would be placed on the Supplier in a phased/staggered manner as per the requirements over a period of 3 years.
17. Where the person signing the Participant Agreement is not the sole proprietor or authorized person of the company, the original power of attorney or a notary certified copy there of authorizing such person to act and sign the Participant agreement on behalf of the Bidder should accompany.
18. Even though the tender is for 200 nos. of VSATs to be procured over a period of 3 years, IDBI Capital reserves to right to purchase quantities as required in a phased manner within the specified period. The actual quantity of number of VSATs to be procured may vary as per requirement and the specified 200 nos. are only indicative.
19. IDBI Capital reserves the right to terminate the contract with a 2 month notice.

Vendor will have to sign detailed agreement along with NDA (Non disclosure agreement) with IDBI CAPITAL to protect any shared sensitive information or data.

Order Cancellation / modification

If the vendor fails to deliver and/or install the equipment within the stipulated time schedule or the extended date communicated by the IDBI CAPITAL , it will be a breach of contract. IDBI CAPITAL reserves its right to cancel the order in the event of delay in delivery / installation / commissioning of equipment and charge liquidated damages for the delay. In case the site is not ready for installation, then at the request of the IDBI CAPITAL , bidder has to install VSAT at an alternate site at no extra cost to the IDBI CAPITAL if ordered items are not dispatched.

Payment Terms

VSAT Equipment and Installation bills payments

IDBI CAPITAL shall make the payment after 30 days of submission of the following documents:

Invoice along with the delivery Challan and installation report for the respective site.

Acceptance certificate duly signed and stamped with all the details, and accepted by IDBI Capital Site representative.

Octroi will be paid at actuals on submission of original Octroi receipt, which should be in the name of IDBI Capital.

Applicable tax would be deducted at source, if any, as per prevailing rates.

Bandwidth Payments

Bandwidth payment will be made quarterly in arrears and would be paid within 7 days after raising of necessary invoice and monthly uptime reports.

Dated this _____ day of _____ 2009

Signature

Authorized Signatory
()

Designation
()

ANNEXURE 5: UNDERTAKING**Undertaking**

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2009

ANNEXURE : 6**Unconditional Acceptance of Terms and Conditions of RFP.**

(To be submitted on company's letter head)

To,

Mr Parveen Sachdeva /Mr Sandeep Gorivale
IDBI CAPITAL MARKET SERVICES LIMITED
IDBI Building
39-41, Sector 11, CBD Belapur- 400 604

Reference: RFP for VSAT Procurement

This is to confirm that , we unconditionally accept all terms & conditions as mentioned in RFP for VSAT Procurement for IDBI Capital Market Services Ltd.

Authorized Signatory

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Designation

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