



# **REQUEST FOR PROPOSAL**

Kerala Startup Mission invites Request for Proposals from recognized Internet Service Providers for providing Internet leased line connectivity at KSUM Govt Cyberpark Calicut.

Interested Service Providers who meet the pre-qualification criteria may furnish their Proposals with all necessary documents, as detailed in this document, along with the covering letter duly signed by an authorized signatory through submission of hard copy at Kerala Startup Mission Trivandrum on or before 25-07-2023, 06:00 PM

**The Chief Executive Officer**

Kerala Startup Mission  
G3B, Thejaswini,  
Technopark Campus, Kariyavattom  
Trivandrum- 695581  
Phone: 08047180470  
Email: [ceo@startupmission.in](mailto:ceo@startupmission.in)



# Supply, Installation, Testing and Commissioning of 2 nos of 100Mbps (1:1) internet leased line connectivity at KSUM Govt Cyberpark Calicut.

## TENDER DOCUMENT

Tender Ref: KSUM/T/2023-24/ISP/01

dated 11.07.2023

Event/ Details	Date / Details
Date of Issue of Tender	11-07-2023
Pre Bid Meeting	15-07-2023, 11:00 AM
Bid submission end date	28-07-2023, 06:00 PM
Technical Bid Opening date	29-07-2023, 11:00 AM
Tender Processing Fee	Rs. 600/-
EMD	Rs. 4,200/-
PAC	Rs. 2,80,000/-

### Kerala Startup Mission (KSUM)

State Nodal agency for promotion of Innovation and Entrepreneurship, Government of Kerala  
G3B, Thejaswini Building, Technopark Campus, Kariyavattom P.O Thiruvananthapuram - 695581,  
Kerala



## Section 1 – Invitation for Bids

Dear Sir/Madam

Ref No: KSUM/T/2022-23/ISP/01

### **Subject: Supply, Installation, Testing and Commissioning of 2 nos of 100Mbps (1:1) internet leased line connectivity at KSUM Govt Cyberpark Calicut**

1. Kerala Startup Mission (KSUM), Department of Electronics and IT, Government of Kerala, (hereinafter called KSUM) invites proposals from reputed internet service providers having 2 years operational experience in providing Internet leased connectivity in KSUM Govt Cyberpark.

1.1. More details on the scope of works, terms and conditions are specified in Section 3.

1.2. Details/Documents provided for the submission of Proposal

- (a) Section 1 – Invitation for Bids
- (b) Section 2 – Instructions to Bidders
- (c) Section 3 – Scope of work, terms and conditions
- (d) Section 4 – Selection Process
- (e) Section 5 – Bidding formats (Technical and Financial)
- (f) Annexure 1 : Self-Declaration - Non Blacklisting
- (g) Annexure 2 : List of Locations
- (h) Annexure 3 : Technical specification
- (i) Annexure 4 : Commissioning certificate
- (j) Annexure 5 : After Commissioning service details
- (k) Annexure 6 : Technical Compliance statement
- (l) Annexure 7 : Compliance checklist for bidder
- (J) Annexure 8 : Bank Guarantee

1.1 The tender documents can be downloaded from the website from KSUM website [www.startupmission.kerala.gov.in](http://www.startupmission.kerala.gov.in). For participating in the tender, the potential bidder shall furnish an amount of Rs. 600/- as tender fee and Rs. 4,200/- as Earnest Money Deposit (EMD) to be remitted DD in favour of Technopark Technology Business Incubator.



1.2 Proposals must be direct, concise, and complete. KSUM will evaluate the bidder's proposal based on its clarity and directness of its response to the requirements of the project as outlined in this tender document.

**1.3 Pre-bid meeting**

KSUM will conduct a Pre-bid meeting at **11:00 AM on 15-07-2023 at KSUM office, G3B, Thejaswini Building, Technopark Campus, Thiruvananthapuram**. Interested bidders may attend the pre-bid meeting at their own expense and send their queries to KSUM, only by email to [procurement@startupmission.in](mailto:procurement@startupmission.in)/[kishore@startupmission.in](mailto:kishore@startupmission.in), with the subject "RFP Clarification" on or before **14-07-2023, 05.00 PM**. The queries received without the subject line specified will not be considered. Telephone calls related to queries will not be entertained. KSUM will not be responsible for any of the bidder's email related to the query that has not been delivered to the address mentioned above. The queries from the bidders will be considered in the following format only.

S/n	Queries	Ref. Section, Page No: and Clause in the RFP Document
1		
2		

1.4 Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format, the tender will be liable for rejection.

1.5 **Submission of Bids:** Both technical and financial bids shall be submitted offline through KSUM Office and in accordance to the instructions given in this tender document. Technical bid should be submitted in the format given. The financial bid offering the rates should be inclusive of all taxes has to be submitted in BOQ (**Form 3**) specific to the tender. The financial bids submitted in any other format will be treated as non-responsive and not be considered for evaluation.

1.6 Both bids should be submitted online on or before **06:00 PM, 28-07-2023**.

1.7 **Opening of Proposal:** Technical proposals will be opened online, by Chief Executive Officer, Kerala Startup Mission or his authorized representative or by a committee constituted for this purpose, on **29-07-2023, 11:00 AM**. Financial bid will not be



opened until technical evaluation has been completed , results approved and notified to all qualified Suppliers eligible for bid opening.

1.8 KSUM will follow the **Least Cost Selection (LCS)** process. One service provider will be selected based on technical and financial evaluation and an agreement will be signed between the selected provider(s) and KSUM for Installation and commissioning of Internet leased line connectivity links in KSUM, Govt Cyberpark, Calicut.

1.9 **Key Events/Points**

<b>Event/ Details</b>	<b>Date / Details</b>
Date of Issue of Tender	11-07-2023
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PAC	Rs. 2,80,000/-

Yours faithfully,  
**Chief Executive Officer**  
Kerala Startup Mission  
Government of Kerala



## SECTION 2. INSTRUCTIONS TO BIDDERS

### 2.1 Definitions

**KSUM** means Kerala Startup Mission, represented by the Chief Executive Officer.

**Technical Committee** is a sub Committee constituted by Chief Executive Officer, Kerala Startup Mission to decide on the technical aspects of the proposal and to evaluate the same.

**Finance Committee** is a sub Committee constituted by Chief Executive Officer, Kerala Startup Mission to decide on the financial aspects of the proposal and to evaluate the same.

**Tender Inviting Authority** is the Chief Executive Officer of Kerala Startup Mission who on behalf of KSUM calls and finalise tenders

**Blacklisting/debarring** – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority or any other State Government/Central Government/PSUs.

**Incubators** – The facility setup by Kerala Startup Mission in the state where technical and business mentoring is getting imparted to startups

### 2.2 General Provisions:

Tenders shall be submitted through the tender KSUM Office

The Chief Executive Officer  
Kerala Startup Mission  
G3B, Thejaswini,  
Technopark Campus, Kariyavattom  
Trivandrum- 695581  
Phone: 08047180470  
Email: ceo@startupmission.in

### 2.3 Corrupt and Fraudulent Practices



KSUM requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal. In further pursuance of this policy, the selected service Provider(s) shall permit KSUM or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the records inspected by KSUM.

## 2.4 Conflict of Interest

i. The service Provider(s) is required to provide professional, objective, and impartial services, at all times holding KSUM's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The supplier has an obligation to disclose to KSUM any situation of actual or potential conflict that impacts its capacity to serve the best interest of KSUM. Failure to disclose such situations may lead to the disqualification of the supplier or the termination of its Contract and/or sanctions by the Government.

ii. Without limitation on the generality of the foregoing, and unless stated otherwise in this RFP, the Service Provider(s) shall not be hired under the circumstances set forth below may be in conflict with another assignment of KSUM.

iii. Relationship with the KSUM's staff: a service Provider (including its subsidiaries /partners) that has a close business or family relationship with a professional staff of the KSUM who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to KSUM throughout the selection process and the execution of the Contract. Any other types of conflicting relationships as indicated in the RFP

2.5 In preparing the Proposal, Service Provider(s) is expected to examine the tender document in detail. Material deficiencies in providing the information requested in the tender document may result in rejection of the Proposal.

2.6 The Service Provider(s) shall bear all costs associated with the preparation and submission of proposal, and KSUM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. KSUM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Suppliers.

2.7 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Service Provider(s) and KSUM, shall be written in English only. All documents produced as annexures in any Language, other than English, should be accompanied by certified translated copy in English.

2.8 **Confidentiality:** From the time the Proposals are opened to the time the Contract is awarded, the Service Provider(s) should not contact any of the officials of KSUM



- on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Service Provider(s) who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 2.9 Any attempt by the service Provider(s) or anyone on behalf of the Suppliers to influence improperly KSUM in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Government sanctions procedures.
- 2.10 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Service Provider(s) intends to contact KSUM on any matter related to the selection process, it should do so only in writing.
- 2.11 The Bids should be submitted only through the tender at KSUM Office, Trivandrum on or before **06:00 PM, 28-07-2023**. Service Provider(s) shall upload all the necessary documents in the e tender portal before the last date & time for online submission. Proposal received after the submission deadline will be treated as non-responsive and will be excluded from further evaluation process
- 2.12 Proposals must be direct, concise, and complete. KSUM will evaluate the bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender document. Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the proper information are not provided properly, the tender will be liable for rejection. Tender Evaluation committee may seek clarification, if required, while evaluating the proposal.
- 2.13 The technical bid opening date, time and the address are as stated in the tender document. The Financial Proposal shall remain securely stored online till the technical evaluation is completed and the results intimated to all successful bidders.
- 2.14 Technical bid will be opened by Chief Executive Officer, KSUM or his authorized personnel on the day mentioned in this tender document on **29-07-2023 at 11:00 AM**. KSUM reserves the right to withdraw this tender, if KSUM determines that such action is in the best interest of the public. KSUM undertakes that all the information shared by the applicant will be held in strict confidence and will not be made public unless directed by law.
- 2.15 The applicant submitting their tender would be responsible for all its expenses, costs and risks incurred towards preparation and submission of their bid, KSUM shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.
- 2.16 **Validity of Terms of the Bid:** Each bid shall indicate that it is a 'firm and irrevocable offer' and shall remain valid for a period of Three months (90 days)





from the last date of submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. KSUM may solicit the applicant's consent to an extension of tender validity (but without the modification of the tender conditions).

**2.17 Arbitration and Jurisdiction :** If any disagreement or dispute arises between KSUM and service Provider(s) in connection with the work order, both parties will make every effort to resolve it amicably, by direct negotiation. If they failed to resolve, KSUM will refer such issues to an arbitrator, appointed by Government of Kerala and the award of the arbitrator, as the case may be, will be final and binding on both the parties. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act,1996. Proceedings shall, unless otherwise agreed by the Parties, be held in Thiruvananthapuram, Kerala.

**2.18 Force Majeure**

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events : Acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected to occur; exceptionally adverse weather conditions; lightning, earthquake, cyclone, flood, volcanic eruptions, landslide or fire; Radioactive contamination or ionizing radiation; strikes or boycotts ( other than those involving the service providers or its Employees/ representatives or attributable to any act or omission of any of them), interrupting service of the project for a period exceeding a continuous seven days; an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, riot, embargo, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of services by the service provider for a period exceeding a continuous seven days

**2.19 Applicable law:** The work order shall be governed by the laws and procedures established by Government of Kerala, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings. Any default in the terms and conditions of the document by the service provider will lead to rejection of work order.

**2.20 Amendment of Tender Document:** At any time prior to the deadline for submission of the tender, KSUM may for any reason, modify the tender document. The amendment document/ corrigendum shall be notified through the KSUM website and such amendments shall be binding on all the bidders.

**2.21 Disqualification**

KSUM may at its sole discretion and at any time during the evaluation of tender, disqualify any applicant, if the applicant;

1. Submitted the tender after the response deadline;



2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any of the projects in the preceding three years;
4. Submitted a tender that is not accompanied by required documentation or is non-responsive
5. Failed to provide clarification related thereto, when sought;
6. Was declared ineligible/blacklisted by State/UT/Central Government;
7. Tried to influence the evaluation process either directly or indirectly

2.22 Information relating to the examination, clarification, comparison and evaluation of the proposal submitted shall not be disclosed to any of the responding applicants or their representatives or to any other persons not officially concerned with such process until the evaluation process is complete. Undue use by any applicant of confidential information related to the process may result in rejection of its proposal.

### 2.23 Disclaimer

1. The information submitted in response to this tender may be subject to the public release (as per RTI norms). Applicants responding to this invitation assume the risk of public disclosure.
2. This is not to be considered as a commitment by KSUM to contract for services. Please be advised that KSUM will not pay for any information provided as a result of this invitation and will not recognize or reimburse any cost associated with any tender submission.
3. This tender does not entail any commitment on the part of either of Government or KSUM, either financial or otherwise.
4. KSUM reserves the right to accept or reject any or all tender without incurring any obligation to inform the effected applicant/s of the reasons.
5. Submission of tender documents does not create any obligation on the part of KSUM in terms of providing business or in any other area.

### 2.24 payment for Tenders

The tender document fee and EMD can be paid to be remitted DD in favour of Technopark Technology Business Incubator.



### 2.25 Earnest Money Deposit (EMD):

In order to ensure maximum number of competitive tenders, an amount of Rs. **4,200/-** (Rupees Four Thousand Two Hundred only) has been fixed as Earnest Money Deposit (EMD).

1. Bidders shall submit EMD to be remitted DD in favour of Technopark Technology Business Incubator & non- submission of sufficient EMD shall be one of the primary reasons for rejection of the offer in the first round.
2. Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD subject to submission of valid documents
3. None of the bidders other than those specified above are exempted from the remittance of EMD, in any case.
4. EMD of unsuccessful bidder will be discharged/ returned as promptly through online transfer.
5. The successful bidder's EMD will be discharged upon the bidder signing the contract and furnishing the performance security.
6. No interest will be paid for the EMD submitted.

### ***The EMD will be forfeited, if a tenderer;***

1. Misrepresents facts or submit fabricated / forged/ tampered/ altered / manipulated documents during verification of tender process.
2. Withdraws its bid after the opening of bid;
3. A successful bidder, fails to sign the contract after issuance of Letter of Intent
4. Fails to furnish performance security after issuance of Letter of Intent.
5. The EMD provided could be converted as performance security to the extent possible.

The bids will not be considered for further processing if bidders fail to comply on clauses above.

**2.26 Performance Security Deposit:** The successful bidder has to remit 5 % of the total value of supply order as performance security deposit, in terms of Bank Guarantee/Deposit having validity for 12 months from the date of agreement. The bank guarantee/deposit will be released/refunded to the successful bidder after completion of the contract period after deducting the penalties if any.

**2.27 Tender processing fee:** The successful bidder has to remit **Rs. 600** (Six Hundred only) as tender processing to be remitted DD in favour of Technopark Technology Business Incubator.

**2.28 Commencement of Supply, Installation, Testing and Commissioning of Leased line Connectivity:** The successful bidder should sign the contract agreement within 10 days of issue of letter of intent. The successful bidder should complete



the Supply, Installation, Testing and Commissioning of leased line Internet Connectivity in the listed locations given in the Annexure 2 within **45 days** of Issue of letter of intent.

### 2.29 Government of Kerala – Corrupt and Fraudulent Practices

KSUM follows policy of Government of Kerala for anti-corruption and fraudulent practices to maintain sound procurement principles of open competition, economy and efficiency, transparency, and fairness. KSUM requires the service Provider(s) to observe the following Government manuals (amended from time-to-time) during the selection process and in execution of such contracts

The Kerala Financial Code (KFC), 2008 (7<sup>th</sup> Edition, 1<sup>st</sup> Edition was in 1963), The Stores Purchase Manual (SPM), 2013.

## SECTION 3. SCOPE OF WORKS TERMS AND CONDITIONS

### 3.0 Scope of Work

- i. Installation and Commission of Primary internet Leased line connectivity links at the locations mentioned in annexure 6
- ii. Provide a dedicated internet bandwidth (1:1 - download/upload) with the specification stipulated against each locations mentioned in annexure 6 and made available on 24\*7\*365 basis.
- iii. Provide the facility to monitor and obtain standard reports on the ILL links, Bandwidth utilization ( in Mbps, in frames/sec), Errors(Frames/sec), Discarded (frames/sec), Non uncast (frames/sec), Bandwidth availability, packet loss(in%), latency of links etc through any network monitoring tool.
- iv. Should have unshared and high-quality symmetric bandwidth without any compression factor through Optical Fiber Cable.
- v. Should provide facility to register complaints round the clock ( 24 x 7 basis) through a dedicated grievance redressal system.
- vi. Should provide Maintenance support service on a 24 x 7 basis.
- vii. Should ensure uptime of 99.5% during a quarter and latency shall be less than 100 ms.
- viii. Should provide 32 public IP addresses in ipv4 (KSUM devices are in compliance with ipv4 format).



- ix. The internet leased line connectivity link shall be terminated on the Firewall/Router to be provided by the bidder at the end location. The interface for termination shall be Ethernet.
- x. The successful Bidder has to provide a toll-free number for lodging complaints for link rectification and issue ticket numbers.
- xi. All equipment along with all necessary devices should be supplied, installed and commissioned.
- xii. The bidder has to provide all necessary hardware, accessories, software etc. required to make the solution work.
- xiii. The connectivity cost including all hardware, software components, maintenance cost, statutory licenses etc shall be on (consolidated) monthly rental basis.
- xiv. Maintenance and upkeep of all equipment provided by the bidder shall be the responsibility of the bidder only.
- xv. Bidder shall take adequate insurance cover for the equipment provided at the site against theft, fire, damage etc., at its own cost.
- xvi. The Bidder shall provide a proof of the site-wise uptime along with bandwidth utilization on a monthly basis in the form of report.
- xvii. The other equipment which are not mentioned in this tender document and are required for making the internet leased line connectivity live on the network shall be provided by the bidder only and no additional cost shall be borne by the department in this Regard.
- xviii. During the tenure of the contract, the bidder shall bear all the operational costs associated with internet leased line connectivity which may arise due to various problems.
- xix. Bidder shall ensure that all supplies (hardware, software etc) must not be end of Support / End of Service and spares/upgrades shall be available till the end of contract date from the date of commissioning.
- xx. Hardware / Software must not be proprietary items.

3.1 Sequential page numbering should be provided on all the pages of the bid submitted (including supporting documents).

3.3 Tenders received online after the stipulated date and time shall not be entertained. KSUM shall not be liable for any delays whatsoever with respect to power failure, website issues etc. and tender received after the stipulated time/date are liable to be rejected summarily without giving any reason.

3.4 The Technical Bid will be opened on **29-07-2023 at 11:00 AM** in the KSUM office, G3B, Thejaswini Building, Technopark, and Thiruvananthapuram in the presence of those tenderer /bidder (s) who wish to be present. No separate communication will be sent in this regard. In the event of the due date being a closed holiday or declared Holiday for State Government



offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.

3.5 KSUM shall have the right to assess the competencies and capabilities of the Tenderer/Bidder by going through the credentials given in the Technical/Financial bid and on the basis of such credentials, KSUM may reject the candidature of the Tenderer/bidder without assigning any reason. In such case(s) the financial bid shall not be opened for that particular Tenderer/bidder. The Financial bid of only those parties who qualify in the technical scrutiny shall be opened.

3.6 Non acceptance of any of the terms and conditions as stated in tender and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid. Only tenderer(s) bidder(s) whose Technical / Infrastructure particulars as stated in tender are determined to be in consonance with KSUM's requirements shall be considered further in the Tender Evaluation Process.

3.7 The tenderer/bidder should be a registered company under Companies Act, 2013 on the date of the submission of the tender.

3.8 Escalation matrix up to the level of senior management of the prospective Service Provider must be provided with phone number and email address of all personnel in the matrix.

3.9 In case the Bidder fails to execute the work as per the tender; or fails to deliver the satisfactory after sales service or fails to execute SLA, the KSUM shall have the right to invoke the said Bank Guarantee and shall also forfeit the entire security deposit. No interest will be payable by KSUM on the security deposit, so held. The CEO of KSUM reserves the right to accept or reject any or all tenders including the lowest tender/s. without assigning any reason at its sole discretion and the decision of the CEO shall be final and binding on all concerned.

3.10 KSUM does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the tender in whole or in part. The part acceptance of the tender will not violate the terms and conditions of the contract and the tenderer / bidder will execute the work at the specified rates without any extra charges or compensation within the stipulated period.

3.11 The whole works included in the Tender shall be completed by the Tenderer/Bidder and the Tenderer/Bidder shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein without the written consent of KSUM.

3.12 All costs, charges and expenses that may be incurred by the Tenderer/Bidder in connection with the preparation of his tender shall be borne by them and the KSUM will not accept any liability whatsoever in this regard.



3.13 Time is the essence of the contract and the tenderer/Bidder is required to complete the service in all respects within the stipulated time to the satisfaction of KSUM.

3.14 It shall be clearly understood that the rates quoted in the tender will be for complete cost of the items, as per instructions to Tenderers / Bidders, conditions of Contract and specifications and also for all such works as are necessary for the proper completion of the contract, although specific mention thereof may not have been made in the specifications or tender documents. The rates shall be firm and shall not be subject to cost escalation. The tenderers / bidders shall quote rates inclusive of all **statutory levies, taxes, charges, surcharges, GST, & other taxes**. No component of cost / tax shall be paid by KSUM unless the same is included specifically in price bid.

### 3.15 Termination of the Contract

1. The Contract in whole or part can be terminated before the issue of work order at the option of the KSUM, if the KSUM for any reason whatsoever does not require the whole or part of the service thereof as specified in the tender to be provided and in the said event the KSUM shall give notice of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the service of the items in full, but which he did not derive in consequences the whole supply of the items not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by service provider(s) by reason of termination of contract by the KSUM and of any alterations having been made by the KSUM in the original specification or the designs and instruction which shall involve any curtailment of the services contemplated.

2. The KSUM without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case they fails to honor their bid / contract without sufficient grounds or found guilty for breach of condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.

3.16 No claim for interest shall be entertained by KSUM with respect to any money or balances, which may be in its hands owing to a dispute between itself and the Tenderer/bidder.

3.17 KSUM reserves the right to accept or reject any or all the tenders/bids without assigning any reason.





3.18 KSUM shall not be liable for any unforeseen delay. Tenders received after the stipulated date and time shall not be admitted.

3.19 Prices quoted should be for the Supply, Installation, Testing and Commissioning of Internet leased line connectivity in the locations as stated in clause 3.22 at the Incubation centres of KSUM in Quantities at the location as specified in Annexure 2 of this tender.

3.20 Though KSUM prefers to deal with principal service provider(s) directly, it may also consider the offers received through its authorized channel partners, provided the principal authorizes the said channel partner in this regard.

**3.21 Service Level Guarantee:**

- i.** The Service Provider shall provide the 2 nos of 100 Mbps (1:1 download/upload) Internet leased line connectivity at all time in the selected locations.
- ii.** Provide Internet Router Port at ISP gateway for required bandwidth and minimum subnet of 32 public IP addresses including Reverse lookups configured at these IPS.
- iii.** Packet Losses : Less than 1% (Average over 1000 ping) at any given point of time to any part of country/ISP Internet gateway.
- iv.** Latency : Less than 100ms from the KSUM to ISP's tier 1 peering point. Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is resorted.
- v.** Network availability (Uptime): More than 99.5% per quarter.
- vi.** National Backbone should be available on the same ISP.
- vii.** Reports for performance, monitoring/usage to be submitted by the ISP on monthly basis or as per requirement of KSUM.
- viii.** Downtime calculation: Downtime shall be calculated as  $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ . Deduction in payment will be made for downtime in the quarterly bills raised by the service provider.
- ix.** The response time for attending the fault will be one hour from the time the same is reported to the service provider. Service Provider(s) will rectify the faults immediately without any delay failing which; the provider will arrange temporary replacements.
- x.** The Services shall be provided 24X 7 days in a week

**3.22 Prequalification Criteria**

The invitation to bid is open to all bidders who qualify the Prequalification Criteria as given below.

<b>Prequalification Criteria</b>	<b>Documents to be submitted</b>
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The bidder must be a registered legal entity in India	Copy of Certificate of Incorporation issued by Registrar of Companies/Registration certificate
The bidder should not be currently blacklisted by any Central/ State Govt. dept. /Public Sector Unit.	Self-declaration to be submitted in stamp paper of Rs.200 and duly attested by notary public as given in Annexure 1
The Service Provider must have average annual turnover of 100 crore during the last 2 financial years i.e; (2020-21, 2021-22 and 2022-23)	Certificate of the Chartered Accountant stating that Annual turnover for (2020-21, 2021-22 and 2022-23)/ Audited financial statement of the Organisation for above period signed by Chartered Accountant
The Bidder must have a valid PAN Number and GST registration	Copy of GST registration and Copy of PAN
The Bidder must have a valid unified Access Service provider license from Department of Telecommunication	Copy of unified Access Service provider license from Department of Telecommunication

### 3.23 Eligibility Criteria

- i. The ISP should be registered under Companies Act,2013
- ii. The ISP should have been operating for the last two years as on 28<sup>th</sup> July 2023
- iii. Annual Sales Turnover generated from services related to Voice and Data Bandwidth Business during each of the last two financial years should be atleast 100 crore
- iv. The bidder should be a Telecom Service Provider having ISP unified Access Service provider license from Department of Telecommunication.
- v. The ISP should have a valid ISP license from Govt of India.
- vi. All Licenses should be valid for at least 2 years from the date of bidding
- vii. The bidder should have its own Optical Fiber Backbone with minimum 10 PoPs/Nodes in Kerala
- viii. Bidder should have its own Internet Gateway in India and must be capable of providing Internet Bandwidth on its own fiber last mile.

ix. The Bidder must be capable of delivering the latest version of Internet protocol as per the guidelines of Govt of India

**3.24 All the documents submitted by the bidder in tenders should carry the signature of the authorized signatory and stamp of the organization.**

**3.25 Technical Evaluation**

No.	Technical Evaluation Criterion	Supporting Documents to be Submitted
1	Bidders Experiences in providing Leased line Connectivity.	Document showing work order/Supply Order and corresponding completion certificate /Payment Certificate of the client.
2	Details about the Customer Service Centre(s) facility in the State.	List of Customer Service Centre(s) in the State of Kerala with Contact Numbers
3	Details about the annual sales turnover generated from services related to voice and data bandwidth Business for the last two financial years i.e. 2020-21, 2021-22 and 2022-23.	Attested certificate from the Chartered Accountant
4	Proof of category unified Access Service provider license from Department of Telecommunication	Copy of ISP certificates issued by Department of Telecommunication, Government of India
5	Details about the Optical Fiber Backbone with minimum 10 PoPs/Nodes in Kerala set up by Service Provider	Self Attested Document stating the capacity
6	Details about the own Internet Gateway in India and capability to provide Internet Bandwidth on the same	Self-attested document



7	Details about the capability of delivering latest version of Internet Protocol as per GoI guidelines	Self-Attested document/ Existing Client Certificate
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### 3.26 Delivery Period

The Supply, Installation, Testing and Commissioning of Internet Leased Line Connectivity and its related works in all locations should be completed within 45 days from the issue of letter of intent. Any delay by the Tenderer in providing the services shall render the Tenderer liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, Blacklisting etc. If the tenderer fails to deliver any or all of the goods and services or complete the installation / commissioning within the period specified in the purchase/work order, KSUM shall without prejudice to its other remedies deduct penalty as per penalty clause

3.27 **Penalty Clause:** The successful bidder(s) (L-1) has to Supply, Install, Test and Commission Internet Leased line connectivity at the locations specified and collect the receipt from the respective Managers of Incubation Centers in which the service is to be provided within period of 45 days. If the successful bidder(s) fails to deliver any or all of the service within time specified above, KSUM shall deduct penalty at the rate of 5% of the quoted price for the first seven days and 10% of the quoted price for the next seven days against the delayed service delivery.

3.28 Order will be cancelled if the delay of service is more than 30 days and work will be issued to the second successful bidder (L2)

3.29 **Payment Terms:** The payment will be made against the invoices raised by Service Provider on a quarterly basis. No advance payment will be made in any case and TDS will be deducted as per rules. Service Provider need to submit monthly connectivity report along with invoices. If the invoices are submitted without the connectivity report of the respective location, KSUM will not process the invoice and will not be liable for any inconvenience arising out of it. KSUM will take best effort to release the payment within 30 days after the receipt of invoices.

## SECTION 4. SELECTION PROCESS

### 4.1 Responsiveness of Bid

The Bids submitted by Bidders shall be initially scrutinized to establish



“Responsiveness”. A Bid may be deemed “Non-responsive” if it does not satisfy any of the conditions mentioned below, but not limited to;

- i. It is not received within the time and date specified.
- ii. It does not include sufficient information for evaluation
- iii. It is not in the formats specified or incomplete in any respect.
- iv. It is not satisfying prequalification criteria.

## 4.2 Evaluation

4.2.1 A two-stage evaluation procedure will be adopted for evaluating the proposals for selection of the Suppliers. The financial bids shall be opened only after the completing the evaluation of the technical proposal. KSUM will follow the Least Cost Selection (LCS) process. Two vendors will be selected at KSUM Calicut (L1 will be considered as primary connectivity and L2 will be considered as secondary connectivity). L2 and L3 vendors will have to negotiate the pricing to be matched with L1 vendor and only one vendor will be selected at KSUM Calicut.

4.2.2 The Evaluation shall be strictly based on the information and supporting documents provided by the applicants in the tender. It is the responsibility of applicants to provide all supporting documents necessary to fulfill the mandatory eligibility criteria.

4.2.3 The KSUM’s evaluation committee, constituted by CEO shall evaluate the Technical Proposal on the basis of their responsiveness to the Scope of work, Terms and Conditions, applying the evaluation criteria and sub-criteria along with the compliance to the technical specifications of the items. A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender. After the evaluation is completed and KSUM shall notify in website <http://www.startupmission.in> and those service provider(s) that have been technically qualified. The Financial Proposals shall be opened by the Chief Executive Officer or his authorized representative through KSUM Office. The applicants will get a message on the financial proposal opening date and time prior to the scheduled opening and also be able to view financial proposal prices online. These Financial Proposals shall be then opened, and the prices recorded.

4.2.4 Initially the bidder's responses will be reviewed for compliance with the terms and conditions mentioned across different sections of this RFP document. The bidders who fail to comply with any of the terms and conditions mentioned may be termed as non-responsive and will not be evaluated further. For those bidders who have qualified the



terms and conditions and prequalification criteria, technical evaluation will be conducted followed by the price-bid evaluation. The bidders who qualify the minimum technical requirement will be considered for the price-bid evaluation. The price proposals will remain sealed until the technical evaluation is complete.

4.2.5 The financial bid shall contain the financial details offered for Supply, Installation, Testing and Commissioning of Internet leased line Connectivity at the Incubation Centers as stated in the Annexure 2.

4.2.6 The bidder is deemed to have included all prices for all components (recurring, non-recurring, Bandwidth charges etc) in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, including taxes, specified in the Financial Proposal shall be considered as the offered price. The Bidder shall quote rates inclusive of all statutory levies, taxes, charges, surcharges, GST and other taxes etc. The Prices shall be FIRM throughout the period of contract. No component of cost / tax shall be paid by the KSUM unless the same is included specifically in the Bid. Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted. The Bidder shall quote rate only in Indian Rupees

4.2.7 The financial bids are to be uploaded only in the BOQ (**Form 3**) in the tenders KSUM Web portal. The rates quoted against each item in the BOQ (**Form 3**) will be including all taxes.

4.2.8 It is cautioned that any service Provider which discloses its rates in the technical bid will be summarily rejected.

4.2.9 Fixed Price : Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non -responsive and rejected.

#### 4.3.0 Examination of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

- a) Compliance to Technical Specifications as specified in the Tender Document.
- b) KSUM reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- c) Review of written reply, if any, submitted in response to the clarification sought by KSUM, if any.
- d) Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed hardware are to be enclosed.



- e) To assist in the examination, evaluation and comparison of bids, KSUM may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) KSUM may interact with the Customer references submitted by bidder, if required.
- g) KSUM reserves the right to shortlist bidders based on technical evaluation criteria.

**SECTION 5: BID FORMS**

**Form 1**

**Details of Applicants Operations**

**A. General Information about the Applicant**

<b>SL No</b>	<b>Information sought</b>	<b>Details to be furnished</b>
1	<b>Contact Details of the Applicant</b>	
1.1	Name of Organization	
1.2	Address	
1,3	Telephone	
1.4	Email	
1.5	Website	
1.6	Name of key functionary and designation	
1.7	Email of key functionary	

1.8	Mobile No of key functionary	
2	<b>Business Information</b>	
2.1	Registration Number	
2.2	Registration Status of the Organization (Public/Private Ltd Company/)	
2.3	Year of Establishment	
2.4	Details of Registration (attach the photocopy of the Incorporation Certificate/ registration/Agreement) along with memorandum of association, byelaw etc.	Attached / Not Attached
2.5	Details of board of Directors/Governing Body	Attached / Not Attached
2.6	Self- Declaration for Non- Blacklisting by Sate/UT/Central Govt./PSU	Attached / Not Attached
2.7	PAN No:	
2.8	GST Registration No.	



## Form 2

### Undertaking

We have carefully read the entire set of Tender Documents (Tender no:.....) of KSUM for the Supply, Installation, Testing and Commissioning of Internet Leased Line Connectivity in KSUM Govt Cyberpark Calicut and accept all the terms & conditions therein are submitting herewith. We also undertake that there is no conflict of interest as specified in Clause 3.0 of Tender document.

We as Service Provider confirm our acceptance for the Terms and conditions in the RFP with Chief Executive Officer, KSUM

We agree to bind by this offer if we are the selected bidder.

For and on behalf of :

Signature :

Name :

Designation with seal :

(Authorized Representative and Signatory of the bidding entity)





**BOQ (Form 3)**

**Financial Proposal Submission Form**

Location:

Date:

To:

Dear Sir,

I/We, the undersigned, offer to provide Supply, Installation, Testing and Commissioning of Internet in KSUM Govt Cyberpark Calicut According to your tender document [Dated:.....] and our Technical Proposal.

My/Our attached Financial Proposal is for the amount of Rupees .....per location for 100Mbps (1:1) leased line connectivity as in the below format {Insert amount(s) in words and figures} in KSUM Govt Cyberpark Calicut ,

My/Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Tender.

This bid should be a “firm and irrevocable offer “and should be valid for..... days from the date of opening of the bid.

I/We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_

Name and Title of Signatory: \_\_\_\_

In the capacity of:

Address:

Office seal



## Annexure 1

### Self-Declaration - Non Blacklisting

(On non-judicial stamp paper of **Rs.200/-** and **duly attested by Notary Public**)

To

The Chief Executive Officer,  
Kerala Startup Mission

Sir,

In response to the RFP reference no..... dated.....for selection of .....

I hereby declare that presently our company is having an unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any state/Central Government/PSU/Autonomous body.

I further declare that our company ..... is not blacklisted and not declared ineligible for reasons other than Corrupt and Fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of submission of RFP.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my security may be forfeited in full and the tender if any to the extent accepted may be canceled.

Thanking You  
Name of the Bidder  
Authorized Signatory

Seal of the Organization



**Annexure 2**

**List of locations to which Internet Leased Line Connectivity need to be provided**

<b>Sl No</b>	<b>Locations</b>	<b>District</b>	<b>Number of Connectivity</b>	<b>Required Connectivity Bandwidth</b>
1	<b>KSUM Govt Cyberpark Calicut</b>	Calicut	2 (Different Vendors)	100 Mbps (1:1) internet leased line connectivity

The installation of 2 connectivity shall be unique from unique vendors.



**Annexure 3**

**Installation and Commission Certificate- Template**

{Location, Date}

To: Customer Name & Address

Details of the Service Provided

<b>Sl No</b>	<b>Description of Service Provided</b>	<b>Bandwidth</b>	<b>Date of successful Commission</b>

I/We, the undersigned, agrees that the above given Service is successfully commissioned and tested working in good condition

Authorized Signatory of client

Seal of the Organisation



## Annexure 4

### Service Support details

{Location, Date}

To: Chief Executive Officer  
Kerala Startup Mission

Dear Sir,

I/We, the undersigned, offers to provide the following services support in connection with the Internet Leased Line Connectivity in KSUM Govt Cyberpark Calicut during the contract period for KSUM.

- 1.
- 2.
- 3.
- 4.
- 5.

Name of the Bidder

Authorized Signatory

Seal of the Organization



## Annexure 5

### After Commissioning service details

I hereby Mrs/Ms. First name .....Surname:.....

Address: .....

Post code:..... City: ..... Telephone:.....

E-mail:.....

Notify you of my after commissioning service details for the Services listed below:

Tender-ID: ..... date:.....

Services to Kerala Startup Mission

- 1.
- 2.
- 3.
- 4.

I am aware that

- i.** The Service Provider shall provide the 100 Mbps (1:1 download/upload) Internet leased line connectivity at all time in the selected locations.
- ii.** Provide Internet Router Port at ISP gateway for required bandwidth and minimum subnet of 32 public IP addresses including Reverse lookups configured at these IPS.
- iii.** Packet Losses : Less than 1% (Average over 1000 ping) at any given point of time to any part of the country/ISP Internet gateway.
- iv.** Latency : Less than 100ms from the KSUM to ISP's tier 1 peering point. Latency will be randomly checked on a daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is resorted.
- v.** Network availability (Uptime): More than 99.5% per quarter.
- vi.** National Backbone should be available on the same ISP.
- vii.** Reports for performance, monitoring/usage to be submitted by the ISP on monthly basis or as per requirement of KSUM.
- viii.** Downtime calculation: Downtime shall be calculated as  $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ . Deduction in payment will be made for downtime in the quarterly bills raised by the service provider.



- ix. The response time for attending the fault will be one hour from the time the same is reported to the service provider. Service Provider(s) will rectify the faults immediately without any delay failing which; the provider will arrange temporary replacements.
- x. The Services shall be provided 24X 7 days in a week

Signed in: .....

on:.....

CUSTOMER SIGNATURE: .....

## Annexure 6

### Technical Compliance Sheet

Sl No	Requirements	Compliance (Yes/No)	Remarks
1	Installation and commissioning of Primary internet leased line connectivity links connectivity to KSUM Govt Cyberpark Calicut.		
2	The internet leased line connectivity link shall be terminated on the Firewall/Router to be provided by the bidder at the end location. The interface for termination shall be Ethernet.		
3	A dedicated Internet bandwidth of 100 Mbps (1:1-download/upload) at KSUM Govt Cyberpark Calicut is required to be made available on 24*7*365 basis.		
4	Service Provider has to provide the facility to monitor and obtain standard reports on the ILL Links, Bandwidth Utilization (in Mbps, in frames/sec), Errors (frames/sec), Discarded (frames/sec), Non unicast (frames/sec), Bandwidth availability, Packet loss(in %) latency of links etc through any network monitoring tool/web browser provided by service provider.		
5	The ISP should have (1:1) unshared & High quality symmetric bandwidth without any compression factor through Optical Fiber Cable (Test report to be attached).		



6	The ISP shall provide 32 Public IP addresses in ipv4. (KSUM Network Devices are in compliance with the ipv4).		
7	All the equipment supplied by the bidder should be capable of handling higher bandwidth in case of Upgradation if required in future. Hence ISP should have adequate bandwidth at the back end to provide the desired bandwidth.		
8	The bidders should have a Direct/toll free number to register complaints round the clock (24 x 7), Maintenance support service (24 hours a day and 7 days a week).		
9	The ILL (Internet Leased Line) links should be available in full duplex mode which must be demonstrated by KSUM Officials.		
10	ISP should have a valid Class A License or unified Access Service provider license from Department of Telecommunication and GST Registration number.		
11	ISP should have fully resilient and self-healing network architecture, on fiber medium.		
12	The uptime, B/w Guarantee should be atleast 99.5% during a quarter and latency shall be less than 100 ms.		

## Annexure 7 Compliance Checklist for Bidders

(The documents listed below should be enclosed with page numbers)

Sl No	Documents	Page Number	
		From	To
	<b>Document to be enclosed with technical cover</b>		
1	Form 1- General Information about the applicant		
2	Form 2- Undertaking		
3	Constitution/ charter documents/ certificate of incorporation/ Registration under which Service Provider has been established / incorporated		
4	Details/Profile of Board of Directors		
5	Self-Declaration non Black listing to be submitted on Non Judicial stamp paper with the signature of authorized signatory of service provider attested by Notary Public		
6	Certificate of the Chartered Accountant stating Annual turnover for 2020-21, 2021-22 and 2022-23		
7	Copy of GST registration, Copy of PAN.		
8	Document showing work order and completion certificate /Payment order of the client for ISP work during any of the last two years (2020-21, 2021-22 and 2022-23 ) issued by authorized officer of the client.		
9	Document showing the execution details of the at least two contracts (it should include details like supply order with no and date, Quantity, client contact details, delivery and installation details) in Kerala.		



10	Service Support details as per Annexure -4		
11	Technical Compliance Statement as per Annexure -6		
12	BANK GUARANTEE as per Annexure - 8		
	<b>Document to be enclosed with Financial cover</b>		
1	<b>BOQ (Form 3)</b>		

**Annexure 8**

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING PERFORMANCE SECURITY DEPOSIT**

**GUARANTEE BOND PRESCRIBED BY THE KERALA STARTUP MISSION**  
(To be used by Nationalised and Scheduled Commercial Banks)

1. In consideration of the Kerala Startup Mission (hereinafter called the "KSUM") having agreed to exempt (H.E. name and address) [Hereinafter called "the said Contractor(s)"] from the demand, under the terms and conditions of an agreement dated.....  
 made between Kerala Startup Mission and ..... for ..... (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for ..... [Rupees.....(in words) .....only]. We ..... Bank Limited (hereinafter referred to as "the Bank" do hereby undertake to pay to the KSUM an amount not exceeding `..... (Rupees in words) against any loss or damage caused to or suffered or would be caused to or suffered by the KSUM by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We ..... Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the KSUM stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the KSUM by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.....`.....(Rupees in words).....



3. We ..... Bank Limited 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 agreement and that it shall continue to be enforceable till all the dues of the KSUM under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged of till .....(Office/Department) certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us within one year from the period fixed or extended (if the agreement/supply order specifically provides for such extension of time) for the due performance of the contract by the contractor we shall be discharged from all liability under this guarantee thereafter.

4. We..... Bank Limited further agree with the KSUM that the KSUM shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the KSUM against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by 199 reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the KSUM or any indulgence by the KSUM to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. To give effect to this guarantee it shall be competent for the KSUM to act as though the Bank, were the principal debtor.

6. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee heretofore given by the Bank to the KSUM and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.

7. We.....Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of KSUM in writing

Dated..... day of ..... One thousand.....for ..... Bank Limited