

# Small Industries Development Bank of India

## Request for Proposal for

Renewal of Software Support for  
IBM Software licences  
2012-13

**Tender No. : 400/2013/937/BYO/ITV Dated: March 04, 2013**

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
MSME Development Center, C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (E), Mumbai - 400 059

*This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorised personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the*

## Annexure - I

### Invitation to Bid

#### 1. Introduction and Requirement:

SIDBI is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. It has Head Office at Lucknow, Regional Offices at Chennai, Kolkata, Lucknow, Mumbai and New Delhi, 15 Regional Office at various locations spread all over India.

SIDBI is having its Data Center at Mumbai Head office with blend of Intel, Linux, HP Unix and IBM AIX RISC servers. SIDBI is using IBM Software with licenses details as given in the following table and is in the process of renewing software support for the period as indicated. Accordingly, proposals are invited from the eligible vendors for the renewal of software support as per **para 3 (scope of Work) of Annexure II.**

S No	Item Description	Qty.	Support expiring on	Support renewal period
1	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	5	31/03/2013	01/04/2013 – 31/03/2014
2	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100		
3	IBM WebSphere Portal Extend Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100		
4	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	380		
5	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	400	30/11/2012	01/12/2012 – 31/03/2014
6	IBM WebSphere Portal Extend Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200		
7	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	300		

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in annexures attached.

#### 2. Bidding Information:

Purpose	<b>Renewal of Software Support for IBM Software Licenses.</b>
EMD	<b>₹90,000/-</b> [to be submitted in form of demand draft/pay order in favour of SIDBI payable at Mumbai or in the form of a Bank Guarantee (BG) from a commercial bank as per format prescribed in <a href="#">Annexure –VII</a> , along with Pre-qualification].
Last Date of Submission of Bids.	<b>March 15, 2013 by 3:30 pm</b>
Clarifications.	Clarifications, if any, may be asked in writing through mail <b>not later than March 12, 2013 by 5:00 pm.</b>
Bid Validity	<b>03 months</b> from the date of submission of bids. i.e. <b>till</b>

		<b>June 14, 2013.</b>		
Address for submission of Bids		THE GENERAL MANAGER (SYSTEMS) SIDBI, MSME DEVELOPMENT CENTER PLOT NO.C-11, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), <b>MUMBAI - 400 051</b>		
No. Of Envelopes (Non window, sealed)		<b>02 (Two), Non-window sealed with:</b> <b>1<sup>st</sup> Envelope:</b> (Superscribing "Tender No. 400/2013/937/BYO/ITV dated <b>March 04, 2013 – Pre-qualification Bid</b> ") containing: 1. Forwarding letter as per format given in <b>Annexure V</b> . 2. Demand Draft/ BG towards Earnest Money Deposit (EMD). 3. Pre-Qualification as per format given in <b>Annexure III</b> . 4. Letter of authorisation from IBM. 5. Bank Mandate Form as per format given in <b>Annexure VI</b> .  <b>2<sup>nd</sup> Envelope:</b> (Superscribing "Tender No. 400/2013/937/BYO/ITV dated <b>March 04, 2013 - Commercial Bid</b> ") containing: 1. Commercial bid as per format given in <b>Annexure IV</b> .		
Date of opening of Pre-qualification Bids		<b>March 15, 2013 at 4:00 pm</b>		
Date and time of opening of commercial bids		Commercial bids would be opened at a later date which would be notified only to the short listed bidders.		
Contact Details		SIDBI, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra(East), Mumbai - 400 051		
<b>Name (S/Sh.)</b>	<b>Designation</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Anand K Yadav	Mgr(ITV)	67531371	67531236	akyadav@sidbi.in
Narender Kumar	AGM (ITV)	67531259	67531236	narender@sidbi.in
Sanjay Srivastava	DGM(ITV)	67531229	67531236	ssrivastav@sidbi.in

### 3. INSTRUCTION TO BIDDERS

- Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- Any clarification to be sought by the bidders should be done on or before the stipulated date.
- At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- All prospective Bidders that have received the Bidding Document will be notified of the amendment in writing, by fax or E-mail and the said amendments will be binding on them.
- In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids SIDBI may, at its discretion, ask the bidder for clarification. The

response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted

- g. It would be the responsibility of the Bidder's representative (only one person per vendor) to be present at the venue of opening of Bids.
- h. The envelopes should clearly indicate the Name and Address of the Vendor. All pages of the bid are to be signed and numbered as **Page ---(page) of --(total pages)** and the page numbers should be running across the complete bid document and not section wise.
- i. The bidder shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- j. Deviations, if any, to the terms of the Rfp should be annexed separately to the pre-qualification bid.
- k. **BID VALIDITY:**

The period of bid validity shall be binding on the bidder, as SIDBI may place the purchase order (PO) at any stage on or before the expiry of the bid validity date. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

**l. Modification And/ Or Withdrawal of Bids:**

Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No bidder shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / nondelivery of the bid documents due to any reason whatsoever.

**4. TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:**

- a. The tender methodology proposed to be adopted by SIDBI will be **"TWO BID SYSTEM"** i.e., Pre-qualification Bid and Commercial Bid.
- b. Bid evaluation shall be done in two phases. **In first phase** only the **1<sup>st</sup>** envelope will be opened in the presence of the representatives of the bidders. Evaluation of pre-qualification bids shall be done with respect to terms and conditions defined in the tender. Based on the pre-qualification evaluation, bidders will be short listed for opening of the commercial bids.
- c. **In second phase**, **2<sup>nd</sup>** envelope containing commercial bids of the bidders short listed in the first phase shall be opened in the presence of the bidder's representative. Date and time of opening of the commercial bids shall be advised only to the bidders shortlisted in the first phase of evaluation, through fax/ mail/ phone.
- d. SIDBI will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the **LOWEST (L1) COMMERCIAL BID**.

\*\*\*\*\*

## Annexure II

### Terms and Conditions

#### 1. DEFINITIONS:

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

- 1.1. "The Bank " means Small Industries Development Bank Of India (SIDBI);
- 1.2. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 1.4. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 1.5. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 1.6. "TCC" means the Terms and Conditions of Contract contained in this section;
- 1.7. The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- 1.8. "The Project Site" means various Head Office/Branches/Administrative offices of Small industries Development Bank of India.

#### 2. RESPONSIVE BIDS: Bids conforming to the following essential requirements shall be considered as responsive:

- 2.1. Bids submitted at the prescribed address on or before the stipulated date and time.
- 2.2. Bids accompanied with following documents:
  - 2.2.1. Forwarding letter
  - 2.2.2. Authorisation letter from IBM.
  - 2.2.3. DD/ BG towards the EMD.
  - 2.2.4. Duly filled and signed Pre-qualification Bid in prescribed format [[Annexure III](#)].
  - 2.2.5. Duly filled and signed Commercial Bid in prescribed format [[Annexure IV](#)].
  - 2.2.6. Duly filled and signed Bank Mandate Form in prescribed format [[Annexure VI](#)]

#### 3. MINIMUM ELIGIBILITY CRITERIA / PRE-QUALIFICATION CRITERIA:

The bidder:

3.1. Should be a registered company.

3.2. Should be Authorised re-seller/ Partner of IBM. (fact to be supported by IBM's authorisation letter).

**4. SCOPE OF WORK:** Following would be the scope of work under the contract.

4.1. Renewal of Software support services with IBM for following IBM Software licenses for the period as indicated:

S No.	Item Description	Qty .	Support expiring on	Support renewal period
1	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	5	31/03/2013	01/04/2013 – 31/03/2014
2	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100		
3	IBM WebSphere Portal Extend Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100		
4	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	380		
5	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	400	30/11/2012	01/12/2012 – 31/03/2014
6	IBM WebSphere Portal Extend Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200		
7	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	300		

4.2. Submission of the renewal certificate with SIDBI.

**5. PRICE:**

5.1. Prices quoted by the bidders should include all local taxes, Sales tax, VAT, duties, levies and transportation costs etc.

5.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/ tax structure, changes in costs related to the materials and labour or other components or for any other reason.

5.3. **The prices quoted shall be valid for the entire period of the bid validity i.e. till June 14, 2013.**

5.4. Octroi, if applicable, will be paid as at actual, on submission of original receipts in the name of SIDBI.

5.5. Further, subsequent to the orders being placed/ agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government

Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.

5.6. SIDBI will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 any other road permit, if required, on behalf of SIDBI.

**6. TERMS OF DELIVERY:**

6.1. Vendor shall ensure to lodge the order for renewal with prime vendor IBM well in time **so that the support is renewed w.e.f. April 01, 2013.**

6.2. The details of shipping and/ or other documents to be furnished by the vendor are specified hereunder.

6.2.1. Original copy of Licenses certificate issued by IBM in SIDBI's name.

**7. TERMS OF PAYMENT:** SIDBI's standard payment terms are as under:

7.1. **100% payment after the submission of proof of renewal of all the licenses for the period as indicated above, in the name of 'Small Industries Development Bank of India'.**

7.2. All the payments including refund of EMD will be made by SIDBI Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] **Bank Mandate Form** as per format prescribed in **Annexure – VI**. In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again.

7.3. At the time of claiming the payments including refund of EMD, vendor will be required to confirm in writing the bank a/c and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.

7.4. Vendor will be required to furnish the documentary proof of renewal of software support as per scope of work.

7.5. Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.

7.6. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

7.7. TDS, if any, will be deducted while releasing the payment.

7.8. All Payments will be made to the Bidder in Indian Rupee only.

**8. PENALTY FOR DEFAULT IN SERVICES:** If the vendor fails to renew the support for the desired period in time and OEM imposes any re-instatement charges towards delayed



renewal, the same shall be borne by the vendor and SIDBI shall not be liable to pay any charges to the vendor over and above the order value. In case the ATS is not renewed within five weeks from the date of order, SIDBI reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited.

**9. EARNEST MONEY DEPOSIT:**

- 9.1. All the responses must be accompanied by a refundable **interest free security deposit** of an amount as mentioned at para 2 (Bid Information).
- 9.2. EMD should be in the form of Demand Draft / Banker's Cheque in favour of "**Small Industries Development Bank of India**" payable at Mumbai or in the form of a bank guarantee (BG) from a commercial bank strictly in the format as prescribed in **Annexure - VII**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 9.3. In case the EMD is submitted in the form of a BG, the same should be valid till the date of bid validity i.e. till **June 14, 2013** with claim period one month beyond the BG validity.
- 9.4. Request for exemption from Security Deposit will not be entertained.
- 9.5. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
  - 9.5.1. The end of the bid validity period, including extended period (if any),

**OR**

- 9.5.2. Receipt of the signed contract from the selected Bidder.
- 9.6. Successful Bidder will be refunded the EMD amount/ BG along with the payment towards the renewal.
- 9.7. The bid security may be forfeited:
  - 9.7.1. If a Bidder withdraws its bids during the period of bid validity.
  - 9.7.2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
  - 9.7.3. In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

**10. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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



## 11. SUBCONTRACTS:

- 11.1.The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract except with the Bank's prior written consent.
- 11.2.The Supplier shall notify and obtain concurrence from the Bank in writing of all subcontracts/ Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 11.3.Subcontracts / Franchisees must comply with the provisions of TCC.

## 12. APPLICABLE LAWS:

- 12.1.The Contract shall be interpreted in accordance with the laws prevalent in India.
- 12.2.**COMPLIANCE WITH ALL APPLICABLE LAWS:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 12.3.**COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

## 13. PATENT RIGHTS:

- 13.1.In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

## 14. FORCE MAJEURE:

- 14.1.If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of

public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

14.2.If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**15. RESOLUTION OF DISPUTES:**

15.1.It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFP and the breach that may result.

15.2.In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

15.3.The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

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

15.5.Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

15.6.Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

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

\*\*\*\*\*

## ANNEXURE - III

### Format – Pre-Qualification

#### 1. Minimum eligibility criteria :

Vendor should be authorised partner / business associate of IBM for providing renewal of Support services for IBM Software in India. A copy of authorisation letter from IBM should be enclosed with the proposal.

**Note:** Authorization of vendor by IBM should be valid at least till the bid validity period.

#### 2. Details to be Furnished:

a. Name of the Company :

\_\_\_\_\_

b. Number of Years in the field of delivering IBM S/w support Services:

\_\_\_\_\_

c. Type of tie-up with IBM : \_\_\_\_\_

d. Support document from IBM for providing renewal of support services.

e. Bank Mandate Form: i. **Already Submitted with SIDBI** ii. **Being submitted herewith**

*(please tick appropriate option as the case may be)*

f. Vendor's Bank Account Details as in Bank Mandate Form :

S.N.	Bank Name and Branch	Account Type / No.	IFSC Code

g. Details of IBM Account Manager for SIDBI with following details :

i. Name of Account Manager for SIDBI at IBM: \_\_\_\_\_

ii. Toll Free Number of IBM for support related issues:

\_\_\_\_\_

iii. FAX Number of IBM for support related issues: \_\_\_\_\_

iv. E-mail ids of IBM to send support related queries: \_\_\_\_\_

h. List of existing two customers to whom the vendor is providing similar support services with following details :

S.N.	Name of the customer	Address	Contact Person Name and Phone No.

- i. Any other related information, not mentioned above, which the vendor wish to furnish.
- j. Any Deviation from General Terms & Conditions, which vendor wish to furnish.

\*\*\*\*\*

**ANNEXURE IV**

**FORMAT – COMMERCIAL BID**

[Amt in ₹]

S No.	Item Description	Ref./ Part No.	Period of support	Qty.	Unit Price, incl of all taxes	Total Price incl. of tax	Octroi, if any.
				[a]	[b]	[c=axb]	
1	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	E01MJLL	01/04/2013 to 31/03/2014	5			
2	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E025QLL		100			
3	IBM WebSphere Portal Extend Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E023RLL		100			
4	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E0256LL		380			
5	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E025QLL	01/12/2012 to 31/03/2014	400			
6	IBM WebSphere Portal Extend Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E023RLL		200			
7	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E0256LL		300			
<b>Total Cost of renewal, incl. of all taxes</b>							

**Note:**

1. Taxes should include Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, insurance charges etc.
2. Octroi, if any, will be payable extra on the actuals after submission of invoice and proof of payment.
3. No terms and conditions should be stipulated in the Commercial bid, which is meant only for the quotation of offer price/ rate.
4. **Prices quoted above shall be valid throughout the bid validity period i.e. till June 11, 2013.**
5. Prices shall be in conformity to the scope of the work.

Organization :

Name :

Designation :

Signature with seal :

Date :

Place :

\*\*\*\*\*

**Annexure - V**

**Forwarding Letter**

(To be submitted on Bidder's letter head)

To:

The General Manager (Systems)  
SIDBI  
3rd Floor, MSME Development Center  
C-11, 'G' Block  
Bandra Kurla Complex  
Bandra (East)  
**Mumbai - 400 051**

Dear Sir,

**Your Tender No.: 400/2013/937/BYO/ITV dated: March 04, 2013**

This is with reference to your above mentioned tender for the renewal of software support services for IBM Software Licenses. Having examined the tender document, we hereby submit our proposal along with the necessary documents.

Further, we agree to abide by all the terms and conditions as mentioned in **Annexure II** of the tender document. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

Date:...../...../2013

Authorised Signatory:

Name:

Designation:

Phone:

Email:

\*\*\*\*\*

**Annexure - VI**

**BANK MANDATE FORM**

(To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier : \_\_\_\_\_

\_\_\_\_\_

Vendor Code (if applicable) \_\_\_\_\_

2. Address of the Borrower / vendor / supplier : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_  
(if applicable)

**3. Particulars of Bank account:**

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :





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

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

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

Signature of the party / Authorized Signatory

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

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

**N.B.: RTGS/NEFT charges if any, is to be borne by the party**

**<sup>1, 2</sup>: Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

\*\*\*\*\*

## Annexure –VII

### EMD / PERFORMANCE SECURITY FORM

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

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

WHEREAS ..... (Name of Vendor) (hereinafter called the "the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) No. **400/2013/937/BYO/ITV dated March 04, 2013** for the renewal of support for IBM S/w licenses (description of Products and Services) (herein after called the "the RFP") to you.

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

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

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

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

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

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



- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
- (iv) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- (v) any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
- (vi) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- (vii) any change in constitution of the vendor;
- (vii) any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

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

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

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....

\*\*\*\*\*