



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

दर अनुबंध के तहत एंटरप्राइस लैपटॉपस की खरीद हेतु –
प्रस्ताव का अनुरोध
Request for Proposal for Procurement of Enterprise
Laptops Under Rate Contract

टेंडर सं. / Tender No.	500/2021/1597/CBO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	दिसंबर 19, 2020 / December 19, 2020
पूर्व-बोली बैठक / Pre-Bid meeting	दिसंबर 28, 2020 / December 28, 2020
बोली जमा करने की अंतिम तिथि / Last date for submission of bids.	जनवरी 11, 2021 / January 11, 2021

Issued By:

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

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

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1. Critical Information/ महत्वपूर्ण सूचना

S.N. क्र.सं.	Details / विवरण		
1	Tender No. & issue Date / टेंडर सं. और टेंडर जारी करने की तिथि	500/2021/1597/CBO/ITV Dated December 19, 2020	
2	Brief description of tender / निविदा का संक्षिप्त विवरण	Procurement of Enterprise Laptops under Rate Contract / दर अनुबंध के तहत एंटरप्राइस लैपटॉपस की खरीद	
3	Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	December 26, 2020/ दिसंबर 26, 2020	1300 hours
4	Pre-Bid meeting / पूर्व-बोली बैठक	December 28, 2020/ दिसंबर 28, 2020	1100 hours
No clarifications would be given after pre-bid meeting / पूर्व बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जायेगा 			
5	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	January 11, 2021 / जनवरी 11, 2021	1530 hours
6	Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	January 11, 2021 / जनवरी 11, 2021	1600 hours
7	Earnest Money Deposit / बयाना जमा राशि	Rs. 8.30 lakh	
Rupees eight lakh thirty thousand Only / रुपए आठ लाख तीस हजार मात्र 			
8	Tender fee (Non-Refundable and inclusive of GST) / टेंडर मूल्य (नॉन रिफंडेबल और जीएसटी को मिलाकर) .	Rs.2,950/-	
Rupees two thousand nine hundred and fifty Only / रुपए दो हजार नौ सौ पचास मात्र 			
9	Bid Validity from the last date of bid submission / बोली के वैद्यता, बोली जमा करने की अंतिम तिथि से	180 days from date of bid submission / बोली जमा करनेकी अंततम ततथि से 180 दन तक 	
10	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date / बाद में सूचित किया जायेगा	

	Address for Pre-bid meeting, Bid Submission and bid opening / पूर्व-बोली बैठक करने का, बोली जमा करने का और बोलियां खोलने पता 	
11	The General Manager Small Industries Development Bank of India, IT Vertical, Overseas Towers, 2 nd Floor, 756-L, Anna Salai, Chennai – 600002 , Tamil Nadu Phone: 044 - 66636005	महाप्रबन्धक, भारतीय लघु उद्योग विकास बैंक, आइ टी वेरटिकल, ओवेरसीस टोवेर्स, दूसरी तल, इन्फॉर्मेशन टेक्नालजी वर्टिकल, 756 एल, अन्ना सलाइ, चेन्नई – 600 002 दूरभाष: 044-66636005
12	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण	
(i)	C R Prasad, AGM (Systems) (044) 66636045, crprasad@sidbi.in	सी आर प्रसाद, स म प्र (सिस्टम्स) (044) 66636045, crprasad@sidbi.in
(ii)	Asish Topdar, DGM (Systems) (044) 66636023, atopdar@sidbi.in	आशिस तोपदार , उ.म.प्र (सिस्टम्स) (044) 66636023, atopdar@sidbi.in
(iii)	P K Vijayvargia, GM (ITV) (0522) 4261657, pkvijay@sidbi.in	प्रमोद कुमार विजयवर्गीय, म.प्र (आईटीवी) (0522) 4261657, pkvijay@sidbi.in

2. Abbreviations

Abbreviation	Full Form
AMD	Advance Micro Device
BO	Branch Office of the bank.
BG	Bank Guarantee
EMD	Earnest Money Deposit
GST	Goods and Service Tax
HO	Head Office of the bank.
IPv6	Internet Protocol Version 6
IPv4	Internet Protocol Version 4
LAN	Local Area Network
MAF	Manufacturer Authorisation Form
MTTR	Mean Time To Restore
NEFT	National Electronic Fund Transfer
NVMe	Non-Volatile Memory express
OEM	Original Equipment Manufacturer
PCIe	Peripheral Component Interconnect express
PBG	Performance Bank Guarantee
PoC	Proof of Concept
PP-LC	Public Procurement – Local Content (Make In India)
PPP-MSE	Public Procurement Policy – Micro and Small Enterprises
PSU	Power Supply Unit
RA	Reverse Auction
RfP	Request for Proposal
RO	Regional Office of the bank
RRO	Resident Representative Office
SSD	Solid State Device
SKDRDP	Shri Kshetra Dharmasthala Rural Development Project
TCO	Total Cost of Ownership

3. Introduction and Disclaimers

3.1. About SIDBI

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

3.1.2. For detailed information about the bank, visit the banks website www.sidbi.in.

3.2. Information Provided

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

3.3. Disclaimer

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

3.4. Costs to be borne by Respondents

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

3.5. No Legal Relationship

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

3.6. Recipient Obligation to Inform Itself

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

3.7. Evaluation of Offers

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

3.8. Acceptance of Terms and Selection Process

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

3.9. Errors and Omissions

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

3.10. Responsibility for Completeness

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

3.11. Proposal Ownership

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

3.12. Non-Transferable Offer

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

3.13. Notification

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

4. Information to Bidders

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

4.1. RfP Objective

- 4.1.1. The objective of this RfP is to shortlist bidder for supply, installation, maintenance and support of Laptops under **RATE CONTRACT**. This rate contract will be applicable for all the branches/offices of the Bank across the Country.
- 4.1.2. The Bidder should strictly quote for the Brand / Model complying with technical specifications given in **Annexure –III**. The laptops quoted by the bidder should not be end of life or support from OEM for a period of 6 years from date of issue of Lol.
- 4.1.3. The Models offered should strictly conform to the specifications given in the product literature published by respective OEM and these models should be **supported for a minimum period of 6 years by the OEM**. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered.
- 4.1.4. The bidder shall not quote for the products, whose End of Sale/ End of Support/ End of Life has been declared by the OEM. The Bidder has to ensure that any equipment supplied as part of this RFP should not reach end of support or end of life for at least **6 years postdate of acceptance** of such equipment by the Bank. In the event if any equipment supplied by the vendor, reaches either end of support or end of life as stipulated in this clause, within the period of 6 years, the selected vendor has to immediately replace/upgrade the equipment at no additional cost to the Bank, whose technical specifications should be equivalent to or higher than that mentioned in the RFP so that the products should be compatible with the existing setup.
- 4.1.5. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered by the bidder. In such case Bank will place the order with the shortlisted bidder at the higher specifications offered by the Bidder.
- 4.1.6. Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned in the document and also be in a position to comply the technical specifications. Apart from above, the bidder must also agree to all terms & conditions mentioned under this RFP.

4.2. Local Supplier

- 4.2.1. In terms of Government order, No.P-45021/2/2017-B.E.-II dated 16.09.2020 issued by the Department for Promotion of Industry and Internal Trade (DPIIT) and Order No. No.P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by Ministry of Electronics and Information Technology (MeitY), as amended from time to time, only **'Class-I local suppliers'** are eligible to bid in the current RfP.
- 4.2.2. Bidders to submit self-undertaking from OEM as per format provided in **Annexure –XX** of this RfP.

4.3. Pre-bid Meeting

- 4.3.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in **'Critical Information'** section above. Purpose of the meeting is to bring utmost

clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

- 4.3.2. Clarification sought by bidder should be as per format given in **Section 4.3.8**, made in writing (Letter/e-mail) along with details of vendor (name, company name, email id and mobile no.) and submitted on or before the date as indicated in the '**Critical Information**' section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 4.3.3. All pre-bid queries to be addressed to the bank officials as per contact details given in '**Critical Information**' section of RfP.
- 4.3.4. It would be the responsibility of the Bidders representatives (only one person per bidder) to be present at the venue of the meeting.
- 4.3.5. The bidders can also attend pre-bid meeting online through Microsoft Teams, due to current Covid-19 situation. In-order to schedule the meeting and forward invitation the bidders are required to communicate the following details addressed to bank officials:
- 4.3.5.1. **Details of bidders**
1. Name of Participant
 2. Company Name
 3. eMail ID
 4. Mobile No.
- 4.3.5.2. The bank would be able to connect only one online session per bidder.
- 4.3.5.3. The bank will not be responsible for any issue in connectivity, audio/video quality etc.
- 4.3.6. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment / corrigendum to the bidding document, if any, will be posted on the Bank website (www.sidbi.in) and CPP Portal (eprocure.gov.in) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 4.3.7. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all bidders'.
- 4.3.8. **The format for submission of pre-bid clarifications is as under:**

S.N.	Page No. of RfP	Section No. of RfP	Clause as per RfP	Bidder Query
1				
2				

4.4. Amendment to the bidding document

- 4.4.1. The Bank reserves the right of discretion to:
1. Amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids.
 2. Change, modify, add to or alter any or all of the provisions of this RfP and/or the bidding process, without assigning any reasons whatsoever.
- 4.4.2. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by

amendment which will be made available to the Bidders by way of corrigendum/addendum.

- 4.4.3. All such Changes /Corrigendum's/ Addendums and clarification, if any, related to RfP will be posted/uploaded on the bank website (www.sidbi.in) and Central Public Procurement Portal (eprocure.gov.in) only and it will become part and parcel of RfP. No individual communications would be made in this respect.
- 4.4.4. Interested Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the '**Critical Information**' Section and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications/changes/addendums, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.
- 4.4.5. 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.
- 4.4.6. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

4.5. Language of Bid

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

4.6. Bid Currency

Bids should be quoted in Indian Rupee only.

4.7. Tender Form Cost

- 4.7.1. Bidders to submit Non-refundable Bid Price mentioned in "**Critical Information**" section of this RfP, by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring 'Small Industries Development Bank of India', payable at Chennai OR direct deposit to SIDBI account and submission of proof along with bid.
- 4.7.2. Details of SIDBI account are given in **Section 4.9**.
- 4.7.3. In the event, tender is cancelled the tender fee will not be refunded. In case the tender is cancelled and re-floated, the bidder who had submitted tender fee against earlier tender will be exempted from payment of tender form cost.

4.8. Earnest Money Deposit (EMD)

- 4.8.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of requisite value as specified in "**Critical Information**" Section of RfP.
- 4.8.2. EMD should be in the form of:
1. Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Chennai; **OR**
 2. Bank guarantee (BG) from a Scheduled Commercial Bank valid for a minimum period of 6 months with an additional claim period of 3 months.

The validity of BG should be from the last date of submission of bid and should be in the format as prescribed in **Annexure -X**. In case bid submission date is extended the BG also needs to be extended by the bidder; **OR**

3. Direct Deposit to SIDBI, Chennai account and submission of proof along with the bid. The details of SIDBI, Chennai account are given in **Section 4.9**.
- 4.8.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 4.8.4. Request for exemption from EMD (Security Deposit) will not be entertained.
- 4.8.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:
 1. Issue of Lol to the successful bidder **OR**
 2. The end of the bid validity period, including extended period (if any) **whichever is earlier**.
- 4.8.6. Shortlisted Bidder will be refunded the EMD amount / BG (towards EMD) only after acceptance of Lol and submission of PBG. Refer section xxx for PBG-1.
- 4.8.7. The bid security (EMD) may be forfeited:
 1. If a Bidder withdraws its bids during the period of bid validity.
 2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 3. If the technically shortlisted bidder fails to participate in the reverse auction.
 4. In case of any technical issues during reverse auction, if the Bank decides to re-conduct reverse auction and any of the shortlisted bidder does not participate in the re-reverse auction.
 5. If the shortlisted bidder for reverse auction does not submit the final price breakup as per the format given by the bank.
 6. In case of shortlisted Bidder, if the Bidder fails to:
 - a) Accept the LOI / Purchase order or sign the contract **OR**
 - b) Furnish the performance guarantee.
 7. In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) tenders.

4.9. Details of SIDBI Account

- 4.9.1. The payment towards EMD & Tender Fee (as indicated in the tender document) can be submitted through Online Mode in the following account of SIDBI (Beneficiary) through RTGS / NEFT:

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

- 4.9.2. The bidder to submit proof of payment (Payment Receipt Generated and Ref. No.) along-with the bid.
- 4.9.3. The bank would not be liable for Non-submission of proof of deposit, depositing into wrong beneficiary account etc. In all such cases, the bid will be liable to be rejected.

4.10. Exemption from EMD and Tender form Cost

- 4.10.1. Bidders possessing valid NSIC / Udyog Aadhaar Memorandum are eligible for exemption from EMD. Start-ups are exempted from submission of EMD on submission of valid proof.
- 4.10.2. NSIC certificate/ Udyog Aadhaar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- 4.10.3. “Start-up” company should enclose the valid Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the eligibility bid.
- 4.10.4. The bidder who solely on its own, fulfills each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim an exemption for EMD/ tender fee.
- 4.10.5. If all these conditions are not fulfilled or supporting documents are not submitted with the eligibility Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

4.11. Period of Validity of Bids

- 4.11.1. Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in “**Critical Information**” Section, from date of closure of this RfP.
- 4.11.2. In exceptional circumstances the Bank may solicit the Bidder’s consent to extend period of bid validity. The request and response thereto shall be made in writing. The Bid security and price bid (if applicable) provided shall also be extended by the bidder. Any extension of validity of Bids or price (if applicable) will not entitle the Bidder to revise/modify the Bid document.
- 4.11.3. Bank, however, reserves the right to cancel the process and call for fresh quotes at any time during the period, if considered necessary.

4.12. Deadline for submission of Bids

- 4.12.1. The bids must be received by the Bank at the specified address not later than the date & time specified in “**Critical Information**” section.
- 4.12.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 4.12.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.13. Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

4.14. Modification And/ Or Withdrawal of Bids

- 4.14.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- 4.14.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by E-mail (scanned copy) and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 4.14.3. No bid may be modified or withdrawn after the deadline for submission of bids.
- 4.14.4. The Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

4.15. Conflict of Interest

- 4.15.1. In this tender, either the bidder on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same model/product.
- 4.15.2. If a bidder submits bid on behalf of the Principal/ OEM, the same bidder shall not submit a bid on behalf of another Principal/ OEM for the same item/ product.

4.16. Manufacturer Authorization Form

- 4.16.1. In case the shortlisted bidder being not able to perform the obligations as per the provisions of the contract/purchase order, the Principal should assume complete responsibility on behalf of the bidder for providing end-to-end support during the warranty & AMC period. Support shall be provided by OEM directly or through their other authorized partners for the remaining period of warranty/AMC for the product without any additional cost to the Bank.
- 4.16.2. The bidder to provide MAF duly signed by authorised representative of OEM as per the format given in [Annexure –V](#) of RfP.

4.17. Undertaking of Authenticity

The bidder(s) has to submit an undertaking (format enclosed in the [Annexure –VI](#) of RfP) along with the eligibility bid, signed by the officials not lower than the company secretary of the bidder, certifying that all the components/parts/ assembly/software used in the proposed hardware like hard disk, monitor, memory, etc. are original /new components/ parts/ assembly/ software and that no refurbished/duplicate/second hand components have been used or would be used.

4.18. Restriction on Procurement Due to National Security

- 4.18.1. Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security. Refer section xxx of RfP.
- 4.18.2. The bidder and OEM have to submit an undertaking (format enclosed in the [Annexure –XVIII](#) of RfP) along with the eligibility bid duly signed by authorised signatory.

4.19. GST Law

The bidder by submitting the bid undertakes its compliance with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

4.20. Quotation of Price for all Items

- 4.20.1. The Bidder should quote (or submit after reverse auction, the price breakup) for list of all the items proposed / listed in Commercial Bid.
- 4.20.2. In case, prices are not quoted by any bidder for any specific item/product/ service for the purpose of evaluation / ranking the highest of the prices quoted by other bidders, participating in the bidding process, will be reckoned as the notional price for that item/product/service, for that bidder and commercial evaluation/ranking would be carried out. However, if selected, at the time of award of Contract, the actual price quoted by the bidder for that new item/ product / service will be reckoned.
- 4.20.3. This shall be binding on all the bidders and the Bank reserves the right to reject all such incomplete bids.

4.21. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

4.22. No Commitment to Accept Lowest or Any Offer

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

4.23. Contacting the Bank

- 4.23.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.
- 4.23.2. Any effort by the Bidder to influence the bank in its decisions on Bid evaluation, bid comparison may result in the rejection of the Bidder's Bid.

4.24. Pre-Contract Integrity Pact

- 4.24.1. Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Public Sector Banks.
- 4.24.2. Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

- 4.24.3. Only those bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification (Minimum Eligibility). Those bids not containing the Integrity pact are liable to be rejected.
- 4.24.4. The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.
- 4.24.5. The bidder has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-XII** on **non-judicial stamp paper of requisite value** (to be borne by the bidder) applicable at the place of its first execution along with the minimum eligibility bid.
- 4.24.6. The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.
- 4.24.7. The details of IEM are:

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

4.25. Authorised Signatory

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

4.26. Documents Comprising the Bid

- 4.26.1. The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid.
- 4.26.2. Bidders are required to submit their responses non-window sealed envelopes and duly marked the **tender number and the content details**.

1. Envelop 1 – Minimum Eligibility Bid (One hard copy and one soft copy)

Cover Contents:	
(i) EMD / Bid Security	Annexure -X or DD or Direct transfer through NEFT/ RTGS.
(ii) DD towards tender form cost	DD or Direct transfer through NEFT/ RTGS.
(iii) Bid forwarding letter	Annexure -I
(iv) Pre-Qualification / Minimum eligibility criteria	Annexure -II
(v) Manufacturer Authorisation Form	Annexure -V
(vi) Undertaking of Authenticity	Annexure -VI

(vii) Power of Attorney for authorized signatory	Annexure -VII
(viii) Letter of Conformity	Annexure -VIII
(ix) Non-Blacklisting	Annexure -IX
(x) Non-Disclosure Agreement	Annexure -XI
(xi) Pre-contract Integrity Pact	Annexure -XII
(xii) Bank Mandate Form	Annexure -XIII
(xiii) Bidders support details at the locations	Annexur -XIV
(xiv) Declaration on Ownership by bank Employee	Annexure -XV
(xv) Restriction on Procurement due to National Security	Annexure -XVIII
(xvi) Self-Declaration of MSEs and Startups	Annexure -XIX
(xvii) Undertaking by Bidder for Local Content.	Annexure -XX
(xviii) Undertaking for Participation in Reverse Auction	Annexure -XXI

2. Envelop 2 – Technical Bid (One hard copy and one soft copy)

Cover Contents:	
(i) Technical Bid with all relevant Annexures and proof.	Annexure - III
(ii) Escalation Matrix	Annexure -XVII

3. Envelop 2 – Commercial Bid (One hard copy)

Cover Contents:	
(i) Commercial Bid (Indicative)	Annexure –IV

- 4.26.3. All the three individual sealed envelopes should be kept in one large envelop (outer cover) and superscribed “**RfP for Procurement of Enterprise Laptops under Rate Contract- Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020**”. The company and contact details of bidder to be written on the envelop. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 4.26.4. Responses should be concise and to the point. Relevant documents must be submitted as proof wherever necessary. Technical specifications sheets of all the items to be submitted. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 4.26.5. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.
- 4.26.6. Any deviations from the specifications should be clearly brought out in the bid.
- 4.26.7. The offers containing any inter-lineation, erasure or overwriting shall be valid only if they are duly signed by the authorized signatory and supported by a rubber

stamp impression of the Bidders' firm. There should be no hand-written material, corrections or alterations in the offer.

- 4.26.8. The Bid shall be typed; all pages numbered and shall be signed by the Bidder authorized signatory and supported by rubber stamp impression. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 4.26.9. The Bid document shall be spirally bound or filed.
- 4.26.10. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Minimum Eligibility / Technical Bid covers will make bid liable for rejection.
- 4.26.11. Each of the envelope(s) shall be addressed to the Bank at the address given below:

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

4.27. Right to Reject Bids

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

4.28. Opening of Bids

- 4.28.1. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present in the meeting shall sign a document evidencing their attendance.
- 4.28.2. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the technical bids in their absence.
- 4.28.3. The Bidder name and presence or absence of requisite EMD, tender form cost (if any) and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening. No bid shall

be rejected at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.

- 4.28.4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

4.29. Note

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

5. Scope of Work

The below is the broad scope of work for laptops. The bidders are required to go through the complete RfP document thoroughly. The obligations / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

5.1. Delivery and Installation

- 5.1.1. The bidder shall be fully responsible for delivery, installation and commissioning of the laptops which includes unpacking, uncrating, inspection etc., for which the bank shall provide the required space at respective locations. While installation the bidder shall check physical availability of items as per the packing list/invoices. The bidder shall have to arrange for all tools / equipment required for installation and maintenance. Any discrepancy observed between ordered and delivered items, the same has to be brought to the notice of the concerned bank officer.
- 5.1.2. If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the bidder at no additional cost to the Bank.
- 5.1.3. The bidder should ensure that the hardware delivered to the Bank including all components and attachments are brand new. In case of software supplied with the system, the vendor should ensure that the same is licensed and legally obtained with valid documentation made available to the Bank.
- 5.1.4. The delivery and installation of hardware should be as per the schedule given in subsequent sections of this RfP.
- 5.1.5. Manual, cables, accessories etc. is to be delivered with every unit of the equipment supplied.
- 5.1.6. The technical documentation involving detailed instruction for operation and maintenance, users'. The language of the documentation should be English.

5.2. Pre-Installation at Factory Level

- 5.2.1. The shortlisted bidder(s) should at factory level:
 1. Install the operating system along with latest patches.
 2. Enable the **bank logo** on machine startup (**BIOS logo**).
 3. Install **utility from OEM** for hardware fault diagnosis, Utility for System protection which includes recovery of operating system, application and data, Utility with dashboard for reporting and implementing power management, Health management.
- 5.2.2. The shortlisted bidder(s) shall be shared, the configuration settings like partitioning details, hostname, IP address, standard software application and utilities etc., for installation and/or dump. The partitioning and copying of standard software applications and utilities should be carried out by the bidder at factory or warehouse level, prior to despatch to respective locations of the Bank. Configuration of IP address, hostname shall be carried out by the bidder engineer during installation. Authorisation letter for copying the software would be provided

by the Bank to the shortlisted bidder. Further, activation (excluding Operating system) will be carried out by the Bank.

5.2.3. The standard software which needs to be loaded at the factory / bidder warehouse would include but not limited to:

1. Adobe Reader 11, 7Zip-19, Google Chrome, Citrix Receiver 4.6, Dopdf-7, Java-8, Tight VNC-2.8, MSOffice 365, Hindi Unicode, Internet explorer, antivirus, Network Access Control (NAC) client, patch management, service manager etc.
2. The licensed/authorised version of software would be provided by the bank to the shortlisted bidder/s and activation of software would be taken care by the bank.

5.3. On-site Installation

5.3.1. The bidder shall install /configure the following at respective location/s:

- 1 Configure LAN & IP Address
- 2 Joining the laptop to Domain (AD)
- 3 Create recovery point at the time of installation to enable faster recovery without the requirement of reconfiguration.

5.3.2. On completion of installation, the bidder shall generate the configuration/ specification report from the equipment and present the printout of the same along with installation report to the branch/office for their verification & signature.

5.4. Asset Tagging

5.4.1. The shortlisted bidder will be responsible for affixing asset tags on each hardware equipment supplied to the Bank. The Asset Tags so printed by the shortlisted bidder must have the logo of both the bank and successful bidder along with other details like configuration details (RAM, HDD, Processor), call logging no., PO No. etc. The asset tag details for the Hardware would be mutually decided by the Bank and the shortlisted bidder immediately after placing order. Affixing of asset tag to be carried out by the bidder before despatch to individual locations.

5.4.2. Further, it is clarified that Tagging software & thermal printers are not required to be delivered to the bank. However, bidder has to arrange for stickers and Asset tagging need to be done as per Bank Nomenclature, which would be shared with shortlisted bidder.

5.5. Comprehensive on-site Warranty

5.5.1. The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The bidder will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software.

5.5.2. The warranty should be onsite comprehensive with back-to-back support from the OEM for a period of **36 months from date of acceptance of the hardware**.

5.5.3. **The warranty of laptops is inclusive of battery**. During the warranty period, whenever there is battery capacity depletion below the level of 50% of its full capacity and the battery cannot be charged beyond the level of 50% of its full capacity, the bidder is required to replace the same with new battery from the same OEM.

5.6. Comprehensive on-site AMC

- 5.6.1. The bank at its discretion may enter into onsite comprehensive AMC at the contracted rate with the shortlisted bidder after the expiry of respective warranty periods.
- 5.6.2. The AMC should be onsite comprehensive with back-to-back support from OEM for a period of 2 years from the date of expiry of warranty.
- 5.6.3. The bank will enter into AMC annually.

5.7. Scope during Warranty and AMC

- 5.7.1. The comprehensive onsite Warranty & AMC should cover all parts including updates, upgrades of software, maintenance, replacement or repair of defective parts or systems and support for its proper operation, performance and output at no cost to Bank. If there is any gap between Bank's requirement and OEM warranty / AMC, then it will be the responsibility of vendor to fill up the gap.
- 5.7.2. The bidder has to undertake BIOS upgrade wherever the requirement is felt by the Bank. Warranty/AMC would cover maintenance patches / bug fixes (available from the original software vendor) for system software & firmware patches / bug fixes, if any ordered for hardware.
- 5.7.3. Any corruption in the software or media shall be rectified during the full period of the contract period at no extra cost to the Bank.
- 5.7.4. The bidder will provide support for hardware and pre-installed software components including OS during the warranty/AMC period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.
- 5.7.5. The bidder shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the bidder, these guarantees are not attained in whole or in part the bidder shall make such changes, modifications and / or additions to the products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests
- 5.7.6. In case equipment is:
 1. Taken away for repairs, the bidder shall provide similar standby equipment so that the equipment's can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.
 2. Declared by the bidder as beyond repairs during warranty/AMC, the bidder shall provide a replacement equipment of the same or higher configuration from the same OEM with prior approval of the bank. The replacement equipment during warranty should be new equipment.
 3. In both the above cases, the bidder should arrange for taking backup from the existing machine and restoring the same on the replaced machine.
- 5.7.7. The Bank shall promptly notify the Bidder in writing / e-mail of any claims arising under this warranty or AMC, upon receipt of such notice the Bidder shall, repair or replace the defective goods or parts thereof, without any cost to the Bank.
- 5.7.8. The bidder should provide comprehensive on-site support without any additional cost to the bank, during the entire period of the contract (warranty & AMC).
- 5.7.9. The back-to-back support does not entail that shortlisted bidder shall not be responsible for the maintenance of the hardware at Bank's location. Shortlisted bidder shall be the single point of contact for the hardware and bank shall not

entertain any maintenance correspondence with the OEM directly. Shortlisted bidder to ensure that the service levels as stipulated in this RFP are adhered to.

5.7.10. During the term of the contract, the bidder/OEM will maintain the hardware/software in perfect working order and condition and for this purpose will provide the following repairs and maintenance services on 24x7x365 basis, without any additional cost to the bank:

1. Free maintenance services during the period of contract. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services. The Bidders maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
2. Rectification in case of corruption in operating system software, which is being supplied by the bidder. The bidders scope includes installation / reinstallation / deinstallation of the Operating System (procured by the Bank and part of equipment delivery) in the hardware supplied by the bidder.
3. Repair / Replacement of unserviceable parts with brand new parts or those equivalent to new parts in performance. For this purpose, the Bidder shall keep sufficient stock of spares at the premises of the Bidder in respective locations.

5.7.11. Any worn or defective parts (other than hard disk) withdrawn from the equipment and replaced by the Bidder shall become the property of the Bidder and the parts replacing the withdrawn parts shall become the property of Bank.

Further, as per the Bank's security policy, the faulty hard disk will not be returned back to the OEM/bidder against warranty / AMC replacement.

5.7.12. The selected bidder shall submit updated escalation matrix on half yearly basis as at the end of 31st March and 30th September during warranty and AMC period.

5.7.13. **If any equipment supplied by the bidder fails on three or more occasions in a quarter for any reasons whatsoever (excluding physical damage), such equipment shall be replaced as stated below, by the bidder at no additional cost to the bank:**

- 1 Warrant period - equivalent / superior NEW equipment and
- 2 AMC Period – equivalent / superior hardware.
- 3 The acceptance of the equipment is at the discretion of the bank.

5.8. Call logging and TAC Support

5.8.1. The bidder should provide centralized compliant booking facility to the bank, which would be single point of contact for lodging the call and providing the resolution/response as per the timeline mentioned in the RfP. The method of booking complaints shall be e-mail, toll-free number, on-line portal, web etc. The Bank will log call to the bidder central help desk only. The call logging from Bank side would be from central location. It would be the responsibility of bidder engineer to coordinate with OEM, if required, for resolution of the call. The bidder should provide escalation matrix for support, technical and project related issues.

5.8.2. The bidders engineer visiting the site for repair/maintenance shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official.

- 5.8.3. The bank should also be able to raise TAC with the OEM and the TAC support should be 24 X 7 X 365. Bidder has to provide credentials to access the OEM website for the same.

5.9. Upgradation of System

The bidder to note that, the Bank reserves the right to:

- 5.9.1. Expand the capacity of the equipment during the contract period by installing application software and/or upgradation of RAM, Hard disk capacity etc., based on its operational requirements. The upgradation may be carried out either with help from the Bidder, or another vendor, provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the bidder's cost of performing repair and maintenance service.
- 5.9.2. The warranty/AMC terms would not be considered as violated if any of above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with that components / software not acquired from them. Further, any support required during the installation, the bidder to provide the same without any additional cost to the bank.

5.10. Return Material Authorization (RMA)

- 5.10.1. The replacement unit during warranty/AMC has to be shipped by OEM to the location and the bidder should install, configure and integrate the same. Once confirmed on the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM. The bidder should ensure low level formatting of the laptop in presence of the banks officials before taking back the old laptop.
- 5.10.2. All charges towards replacement has to be borne by the bidder. No charges whatsoever would be paid by the Bank.

5.11. Preventive Maintenance

- 5.11.1. Preventive maintenance activity should be carried out on **yearly** basis on a date and time mutually agreed upon and report should be submitted to the bank. Notwithstanding the foregoing the Bidder recognizes Bank's operational needs and agrees that Bank shall have the right to require the Bidder to postpone preventive maintenance from any scheduled time to a date and time not later than 30 days thereafter.
- 5.11.2. Preventive maintenance activity should include but not limited to physical verification, device configuration verification, device health checkup, battery health checkup, satisfactory execution of all diagnostics, fine-tuning the configuration, verification of bugs/patches, upgradation of firmware/operating system to the latest version (if available from OEM) etc.

5.12. Shifting during Contract Period

- 5.12.1. The Bank may, during the tenure of the contract reserves the right to shift the equipment to other locations within the Country based on its operational requirements. The bidder will be intimated prior to shifting. All expenses towards shifting i.e., transportation, transit insurance etc. will be borne by the bank.
- 5.12.2. The warranty/AMC terms would not be considered as violated if shifting of equipment takes place. Further, the vendor & OEM is required to update their database and provide warranty/AMC, service and support for the shifted equipment at the new location. No additional cost whatsoever would be paid by the Bank.

5.13. Dedicated Coordinator

- 5.13.1. The bidder should assign one coordinator at their office who would act single point of contact to the bank during the contract period for coordination with the bank's locations for delivery, installation, acceptance, payments etc.
- 5.13.2. Role of the coordinator will be close coordination among the bank's offices, bidder's office and other stakeholders for ensuring smooth delivery, installation, acceptance of laptops, payments, coordination with OEM and field engineers for support/replacements etc.

5.14. Review of Performance

- 5.14.1. The Bank will carry out annual review of the performance of the equipment and support services with the selected bidder and the OEM of the product. The bank would intimate the selected bidder and the OEM date and time for such review in advance. The selected bidder and OEM should invariably attend the review meeting.
- 5.14.2. All review meetings will be held with SIDBI team. Currently, team is located at Chennai Office. However, Bank may during the period of contract may relocate SIDBI team to any other location in India.
- 5.14.3. No additional cost whatsoever would be paid by Bank to the bidder for attending the review meetings.

5.15. Responsibility of the Bank

- 5.15.1. Make available the standard application/ utility software (excluding O/s), partition details, hostname, IP address, Bank logo etc., for installation/configuration at the bidders' factory/warehouse, prior to delivery.
- 5.15.2. Make available site for installation with power, space, earthing, internal cabling (fiber / UTP) and patch chords/panels (fiber, UTP).
- 5.15.3. Provide details of contact person at the location/office who would be coordinating during installation, commissioning and acceptance.
- 5.15.4. Providing permission for vendor resource, downtime for installation / preventive maintenance of equipment at respective locations.

6. Special Terms and Conditions

6.1. Rate Contract Terms

- 6.1.1. Bank intends to enter into a rate contract for a **period of 12 months** from the date of **acceptance of Letter of Intent (LoI)** / contract document by the shortlisted bidder, at the prices identified through the tender and in accordance with the terms & conditions of this RfP. The selected bidder will undertake to ensure availability of offered laptops during the entire rate contract period.
- 6.1.2. The bidder is required to supply, install and provide maintenance & support services of the equipment at various locations of the bank spread across the Country. The details of banks locations are given in **Annexure -XXIV**.
- 6.1.3. The Bank shall initially issue a Letter of Intent or enter into contract with the shortlisted bidder with the prices identified through this tender. Separate Purchase Orders shall be issued in batches to the shortlisted bidder by the bank based on the requirement during the rate contract period.
- 6.1.4. The maximum number of laptops that would be procured by the bank under rate contract for its offices spread across the country during the rate contract period is given below.

Item	Quantity	Details
Laptops	1038	Supply, installation, maintenance & support of laptops with back-to-back support from OEM during warranty period of 3 years and AMC period of 2 years, under rate contract as per technical specification given in Technical bid and other terms and conditions specified in the RfP.

- 6.1.5. It may be noted that the requirements given in this RfP is indicative and may vary downward as per actual needs. Bank shall procure the equipment as and when requirement arises at the rates fixed and, on the terms, and conditions of this RfP or subsequent LoI/contract. If the Bank procures less than the quantity specified in the bidding documents due to change in business requirements, the bidder shall not be entitled for any claim or compensation
- 6.1.6. Initially the Bank would place purchase order(s) based on its requirement with three years warranty and support. The order for AMC, as per the contracted rate would be placed in respective years.
- 6.1.7. Purchase orders may be placed up to the last day of the currency of the rate contract. Delivery date in the purchase order need not necessarily fall within the currency of the rate contract period but it can go beyond it depending upon the terms of delivery stipulated in the rate contract or in specifically agreed condition of delivery in respect of particular purchase order.
- 6.1.8. No extension of validity period of the rate contract itself will be required when deliveries against outstanding supply orders continue pending even after expiry of the validity of the rate contract period. The Rate contract will remain alive for purpose of delivery in full for all the hardware ordered during the currency of the rate contract.
- 6.1.9. Bank will have periodic review of technology during the rate contract period. In case the offered model becomes obsolete, then Bank will consider at its discretion the alternate equivalent / higher model, satisfying all technical specifications mentioned in RfP, at no extra cost to Bank.

- 6.1.10. The shortlisted bidder has to pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to the Bank voluntarily during the period of rate contract.
- 6.1.11. During the period of rate contract with the shortlisted bidder, the Bank reserves its right to:
1. Call for fresh quotes issuing RfP any time during the validity period, if considered necessary.
 2. Purchase the Laptops from any other vendor also during the said contract period.
 3. Suspend the Rate Contract and blacklist forthwith the bidder & OEM, on finding deviation in technical specification as detailed in **Annexure-III** of this RFP or subsequent PO, violation of the terms and conditions as stipulated in the RFP & subsequent PO and deviation found in quality and performance of the product supplied and maintenance services offered.

6.2. Service Level Agreement

- 6.2.1. The Bidder will take total responsibility for the fault free operation of the laptops computers and maintenance during the period of contract.
- 6.2.2. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that the laptops function without defect or interruption of operation and give maximum uptime.
- 6.2.3. SLA Commencement - The SLA shall commence from the date of acceptance of the hardware.
- 6.2.4. Service Window – the service window would be 9 am to 7 pm (business days).
- 6.2.5. “Downtime” shall mean the time period for which the Assets and/or specified services / components with specified technical and service standards are not available to users.
- 6.2.6. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) the issue.
- 6.2.7. The response time and Mean Time To Restore (MTTR) should be as under:

For the calls logged upto 12PM	Should be attended and resolved by Same Business Day (SBD)
For the calls logged after 12PM	Should be attended and resolved by Next Business Day (NBD)
In case of North East Locations	Additional 2 Business Days would be allowed for resolution.

- 6.2.8. The vendor's hardware engineer will report at the bank's office of reporting of breakdown through telephone/ email or portal to the vendor's centralized helpdesk as per call logging and escalation matrix.
- 6.2.9. Liquidity Damages would be charged for shortfall in performance compliance level.
- 6.2.10. The Downtime calculated shall not include any:
1. Failure due to bank (Power, cabling fault, servers etc.)
 2. Preventive maintenance activity
 3. Planned maintenance time / scheduled downtime will include activities like asset delivery, replacement of assets in case got faulty, Windows got corrupted etc, and

4. Force Majeure.

6.3. Price

- 6.3.1. The price quoted by the bidder should be in Indian Rupee and should be inclusive of all taxes, GST, duties, levies, transportation costs, back to back support with OEM during entire period of contract, insurance costs, training, implementation charges, resource cost etc.
- 6.3.2. Once a contract price is arrived at (after reverse auction), the same must remain firm throughout the period of rate contract and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty structure, changes in costs related to the materials and labour or other components or for any other reason.
- 6.3.3. The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning. Providing clarifications / particulars / documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the bidder at its cost.
- 6.3.4. While any increase in the rates of applicable taxes or impact of new taxes imposed by Gol, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period (Warranty/AMC).
- 6.3.5. No other cost whatsoever will be paid by SIDBI.

6.4. Performance security

- 6.4.1. The shortlisted bidder has to submit the following Bank guarantee.
 1. Performance Bank Guarantee -1 (PBG-1) : The shortlisted bidder within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Letter of Intent / contract document shall furnish a bank guarantee (for delivery, implementation & performance) for a period of 48 months with a claim period of three months from the date of expiry of guarantee for an amount equal to 5% of the total contract value.
 2. Performance Bank Guarantee-2 (PBG-2) : for each purchase order placed by the Bank during the rate contract period, the bidder should submit PBG equivalent to 5% of the order value, valid for a period of 36 months with additional 3 months towards invocation period, from the date of acceptance of the equipment.
 3. Performance Bank Guarantee – 3 (PBG-3) : on placing order for AMC in respective years with the shortlisted bidder, the bidder should submit PBG for 10% of the order value valid for a period of 12 months with additional 3 months towards invocation period.
 4. The Performance Bank Guarantee submitted by the bidder should be as format given in **Annexure -XVI**.
- 6.4.2. The shortlisted Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.
- 6.4.3. In case of delay in delivery or installation the performance security should be extended by the shortlisted bidder.

6.4.4. Bank reserve its right to invoke the Bank Guarantee (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:

- a) Delay in delivery / non-delivery/ Delay in installation beyond stipulated schedule of the RFP.
- b) Non Performance of the SLA terms and conditions.
- c) Non-acceptance of order including AMC order.

6.5. Terms of Payment

6.5.1. During Warranty

The payment for hardware/software and support during warranty would be released in two stages on completion of the tasks and submission of relevant documents as defined under for each PO issued by the Bank during rate contract period:

Stage	Percentage	Documents to be submitted by the vendor (while claiming payment)
I	80% of Order value (inclusive of GST in full)	<ol style="list-style-type: none"> a) On delivery and verification of items at respective locations/offices and submission of delivery challans duly signed, stamped, dated by SIDBI officials at respective location. b) Submission of Original copy of Supplier's invoices reflecting contract number, goods description, Serial number of equipment, quantity, unit price, GST and Total amount. c) Copy of delivery challan as per (a) above and invoice as per (b) above are to be submitted at the bank's Chennai office for claiming payment.
II	20% of Order value	<ol style="list-style-type: none"> a) On completion of Installation and configuration etc., as per SoW and submission of installation certificate along with configuration/ specification report from the system, duly signed, stamped and dated by the Bank officials at respective location. A copy of installation report to be submitted at the Bank's office at Chennai for carrying out acceptance. b) Acceptance of the hardware by the banks Chennai Office and communicating the acceptance date to the vendor. c) Submission of Back-to-back warranty certificate from OEM valid for a period of 36 months from date of acceptance. The bidder should enable the bank to verify the warranty

Stage	Percentage	Documents to be submitted by the vendor (while claiming payment)
		<p>details from the OEM website/portal.</p> <p>d) Submission of PBG-2 for 5% of the order value valid for a period of 36 months from the date of acceptance of the hardware with additional six months towards invocation period.</p>

6.5.2. During AMC

100% payment towards Annual Maintenance Contract as per the contracted rate will be released annually in advance on submission of:

1. Back-to-back proof of renewal of AMC with OEM
2. PBG for 10% of the order value valid for a period of 12 months with additional three months towards invocation period and
3. Valid invoice.

6.5.3. The bidder to raise location wise invoice i.e., invoice to be raised on the location where the equipments are delivered with appropriate GST details (CGST, SGST or IGST), HSN code etc. The bidder to attach copy of GST certificate along with the invoice.

6.5.4. All the payments will be made in Indian Rupee only, by respective locations electronically through RTGS/ NEFT. Hence, Bidder to submit along with eligibility bid:

1. Bank Mandate Form (as per **Annexure –XIII**)
2. Cancelled cheque in original.

6.5.5. **Tax Deducted at Source** - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract".

6.5.6. Payments will be released from **respective locations** where the equipment are delivered as per the terms and conditions of purchase order and found to be in order, within 30 days of receiving the undisputed invoice along with all the documentary proof.

6.5.7. 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 and no interest will be payable by the Bank on outstanding amounts under any circumstances.

6.5.8. The terms of payment as indicated in the contract/Lol/PO are final and binding on the vendor. If there are any clauses in the Invoice contrary to the terms of the Purchase order/ Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Order/ Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the purchase order / contract concluded between the Bank and the vendor".

- 6.5.9. The vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the vendor will make all required payments and deposits of taxes in a timely manner.
- 6.5.10. *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.*

6.6. Delivery and Installation Schedule

6.6.1. Delivery Schedule

1. The Bidder should deliver the goods within **SIX WEEKS FROM THE DATE OF PURCHASE ORDER.**
2. Delivery of the Goods shall be made by the supplier in accordance with the terms of the Purchase Contract. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Bank, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.
3. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.
4. Bidder shall arrange the Road Permits, or any other document wherever required. Any letter required for this will be given by the Bank.

6.6.2. Installation Schedule

1. The Bidder shall install the goods and configure within **THREE WEEKS** from the date of delivery of the equipment at respective location.
2. The Bidder shall submit Installation Certificates duly signed, stamped and dated by the Bank officials at respective location, along with configuration/ specification reports for all the equipments supplied as part of the contract, at Bank's Chennai office.
3. Installation will be treated as incomplete in one/all of the following situations:
 - a) Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 - b) Delivery, but no installation of the components and/or software.
 - c) System operational, but unsatisfactory to the Bank.
 - d) In above cases, the supply and installation will be termed as incomplete and system(s) will not be accepted.

6.6.3. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.

6.6.4. The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions.

6.7. Acceptance

6.7.1. The acceptance / performance test will be performed after completion of installation of the equipments at all the location. Complete hardware and

Software as specified in the tender must have been supplied & installed properly by the Bidder prior to acceptance of the same. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option along with bidder's engineer. During acceptance testing the bidder has to demonstrate all the features/specifications of the respective hardware items. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.

- 6.7.2. In the event of hardware and software failing to pass the acceptance test, a period not exceeding ONE WEEK will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to cancel the order and recall all the payments made by the bank to the bidder along with interest.
- 6.7.3. The Bank's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.
- 6.7.4. The following activities needs to be completed by the shortlisted bidder, prior to carrying out acceptance testing:

S. N	Nature of activity	Remarks
1	Physical Delivery	Delivery of ordered equipment along with accessories, cables, manuals etc., as per order.
2	Installation and configuration	The bidder shall install and commission the equipments at respective location/s, generate the configuration/ specification report from the equipment and present the printout of the same along with installation report to the branch/office for their verification & signature.
3	Commissioning	The equipment should work without any issues or performance degradation after loading of all the applications by the bank, for a period of three working days from the date of installation/ commissioning at the location.

- 6.7.5. **Acceptance Date** - for the convenience of the bidder and the Bank, single acceptance date would be arrived for the entire lot of purchase by taking weighted average of all the installation dates. Accordingly, the warranty period of 3 years & back-to-back support starting from the date of acceptance, shall be determined and conveyed to the bidder in writing.
- 6.7.6. The back to back warranty certificate from OEM should be from date of acceptance (which would be communicated by the bank after completion of acceptance testing) and the same to be submitted for release of final payment. The bidder should take into account the above, while entering back to back agreement with OEM for warranty and support.

6.8. Liquidated Damages (LD)

- 6.8.1. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, acceptance, warranty, maintenance, uptime etc. of the deliverables) by the Bidder.

6.8.2. Delay in Delivery

- 1 If the vendor fails to deliver the equipment within **SIX** weeks from the date of PO, LD of 0.5% of the cost of the equipment (plus GST) for every week's delay or part thereof, subject to maximum of 5% of the order value of the equipment will be imposed by the bank.
- 2 In case the delay exceeds TEN weeks, the bank reserves the right to cancel the purchase order in full. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.

6.8.3. Delay in Installation

- 1 If the vendor fails to install the items within **THREE** weeks from date of delivery, the bank will impose a LD of 0.5% of the equipment value (plus GST) for the late installed item for each week's delay or part thereof, subject to a maximum of 5% of the order value of the equipment would be imposed by the bank.
- 2 However, no penalty will be imposed for the durations leading to delays in installation due to reasons solely attributable to the Bank. The vendor will be required to inform the banks well in advance the installation schedule / plan to enable the Bank to make the site ready and obtaining downtime etc.

6.8.4. Shortfall in Performance Compliance Level

In case faulty equipment are not repaired/replaced as per clause 6.1, Bank shall impose a LD of Rs. 100/- (Plus GST) per day and part thereof delay. However, the total Penalty/LD to be recovered under this clause shall be restricted to 5% (Plus GST) of the total value of the order. The LD terms holds good during AMC period also.

6.8.5. The amount of LD may be:

1. Claimed/ adjusted while releasing any payment due or becoming due to the bidder under the purchase order/Lol or
2. Recovered by invoking the Performance Bank Guarantee or
3. Advised to vendor for payment of the same.

6.8.6. LD will not be imposed:

1. for the reasons solely attributable to the Bank, in such cases the bidder has to submit the proof.
2. if equivalent standby is provided and configured, that will not be considered as downtime to the maximum period of 7 working Days.

6.8.7. All the above LDs are independent of each other and are applicable separately and concurrently.**6.9. Termination****6.9.1. Termination for Default**

1. The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the solution/equipment within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
 - b) if the Bidder fails to perform any other obligations(s) under the Contract.
 - c) Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the equipment.
2. In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, solution and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services subject to a maximum of the order value. However, the Bidder shall continue performance of the Contract to the extent not terminated.
 3. The Bank will not bear any compensation for these exits as they are due to non-performance/default of vendor. The bank's decision in this regard will be final.

6.9.2. Termination for Insolvency

1. Bank may terminate the Contract by giving written notice of 30 days to the bidder:
 - (i) If the bidder becomes bankrupt or otherwise insolvent.
 - (ii) The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
2. In this event termination will be without any compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

6.9.3. Termination for Convenience

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, the vendor shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Vendor shall not be entitled to terminate the contract.

- 6.9.4. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Guarantee given by the bidder.
- 6.9.5. However, the selected bidder & OEM shall commit himself to service for a minimum period of 6 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.
- 6.9.6. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any

provision hereof which is expressly intended to come into force or continue in force on or after such termination.

- 6.9.7. The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.
- 6.9.8. The bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the Bank guarantee under this contract
- 6.9.9. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity, if any and pursue such other rights and/or remedies that may be available to the bank under law or otherwise.

6.10. Order by Subsidiaries / Associates of Bank

- 6.10.1. The subsidiaries/ associate organizations of SIDBI under the existing RfP reserves the right to use the contracted rate with the shortlisted bidder for procuring additional quantity of the equipment during the rate contract period for its subsidiaries/ associate organizations. .
- 6.10.2. Separate purchase order will be issued by the subsidiary / associate organization or organization being managed by the bank for the equipment and support as per the contracted rates and at the same terms and conditions. Towards such orders, the payment will be made by the respective organizations.

7. General Terms and Conditions

7.1. Definitions

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

- 7.1.1. “The Bank” or “SIDBI” or “Buyer” means Small Industries Development Bank of India (SIDBI).
- 7.1.2. “RFP” or “RfP” or “Tender” or ‘Bid document’ means the ‘Request for Proposal document.
- 7.1.3. “Bidder” or “Seller” means the respondent to the RFP document.
- 7.1.4. “OEM” or “supplier” means Manufacturer of the equipment.
- 7.1.5. “Bid” or ‘Offer’ means the written reply or submission of response to this RFP
- 7.1.6. “Vendor” or “shortlisted bidder” is one who is found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) bidder as per the selection criteria set out in the RFP and to whom notification of award/Lol/purchase order(s) has been given by the Bank.
- 7.1.7. “The Contract” or “The Agreement” means the agreement entered into between the Bank, represented by its Head Office / Mumbai Office / Chennai Office / Regional Offices and the Supplier, as recorded in the Contract Form / purchase order signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 7.1.8. “The Contract Price” or “ Total Contract Value” means the total value for all the rate contracted items.
- 7.1.9. “Order value” means value of purchase order placed by the bank on the bidder/selected bidder under this project for the full and proper performance of its contractual obligations;
- 7.1.10. “The Goods” or “equipment” means all the hardware, software, and/or other materials which the supplier is required to supply to the Bank under the Contract;
- 7.1.11. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, support, maintenance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 7.1.12. “The Project Site” means, Small industries Development Bank of India locations and offices.
- 7.1.13. “On-site” or “on-site” means at bank office.
- 7.1.14. “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

7.2. Use of Contract Documents and Information

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

7.3. Subcontracting and Assignment

- 7.3.1. The Supplier shall not assign or sub-contract to others, in whole or in part, its obligations to perform under the contract without prior written permission from the Bank.
- 7.3.2. Consortium bidding is not permitted under this RFP

7.4. Governing language

The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

7.5. Applicable laws

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

7.6. Compliance

- 7.6.1. **Compliance with 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 therefrom.
- 7.6.2. **Compliance in Obtaining approvals, permissions, Licenses:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.
- 7.6.3. **Compliance with Statutory and Regulatory Provision:** It shall be the sole responsibility of the bidder/selected bidder to comply with all statutory and

regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

7.7. Insurance

- 7.7.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 7.7.2. The insurance shall be for an amount equal to 110 percent of the invoice value of the Goods delivered at the respective sites covering “All Risks” (including terrorist attack, fire, burglary, strike, riot and civil commotion, natural calamities such as earth quake, flood etc.) till the successful completion of installation and acceptance of hardware or 30 days from the date of delivery whichever is earlier.
- 7.7.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier
- 7.7.4. Should any loss or damage occur, the Bidder shall
1. Initiate and pursue claim till settlement, and
 2. Promptly make arrangements for replacement of any damaged item/s with new ones irrespective of settlement of claim by the underwriters. No cost whatsoever would be paid by the bank.
- 7.7.5. Bidder has to submit a copy of the insurance policy so that the Bank may get a new insurance cover after stipulated period.

7.8. Pre-Dispatch Inspection

- 7.8.1. The Bank may carry out pre-despatch inspection for any or all of the hardware at vendor’s site/facility or at any location of the Bank depending on the exigencies, before shipment to respective locations of the Bank, to verify that the items shipped to the Bank are as per the technical specification specified in the contract.
- 7.8.2. If the inspection is carried out at:
- 1 Vendors manufacturing site / warehouse - the Bank's personnel or authorized representative may visit the site and the expenditure for them will be borne by Bank. Bidder has to arrange necessary permission, if any.
 - 2 Bank’s site - the vendor should ship the equipment with all the accessories to the site intimated by the Bank and also provide all assistance including manpower. All expenditure towards the same shall be borne by the vendor.
- 7.8.3. The shortlisted bidder shall inform his readiness for pre-despatch inspection at least 7 days in advance. No additional charges whatsoever would be paid by the bank for such inspection.
- 7.8.4. Successful conduct and conclusion of inspection and testing shall be the sole responsibility of shortlisted bidder. However, the Bank may at its sole discretion, waive inspection of Products.
- 7.8.5. In the event of Product failing to pass the inspection and tests, as per the specifications given, Service Provider shall rectify and deliver the product after re-inspection within the timeline mentioned in the RFP.
- 7.8.6. Nothing stated herein above shall in any way release Service Provider from any warranty or other obligations under this RFP.

- 7.8.7. The Bank's right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning

7.9. Change / Modification in Locations

- 7.9.1. Bank reserves the right to change/modify locations for supply of the equipment. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank.
- 7.9.2. In case the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations at no extra cost to the bank.
- The Bank in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed price if bank request.
- 7.9.3. The Warranty/AMC & support should be applicable to the altered locations also.

7.10. Forfeiture of performance security

The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

7.11. Taken / Brought over of Company

Subsequent to the order being placed with SIDBI, in the event of bidder or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with the bank should be passed on for compliance by the new company in the negotiation for their transfer.

7.12. No Employer – Employee Relationship

- 7.12.1. The shortlisted bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee, principal and agent, master and servant relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 7.12.2. The shortlisted bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors, if any, and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits.

7.13. Minimum Wages

The bidder hereby agrees and undertakes that during the subsistence of this contract for carrying out support activities, it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government (Central or State) on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and amendments thereof.

7.14. Sensitive Information

Any information considered sensitive must be protected by the shortlisted bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on the bank's systems the shortlisted bidder may support or have access to include, but are not limited to, Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

7.15. Privacy and Security Safeguards

- 7.15.1. The shortlisted bidder shall not publish or disclose in any manner, without the bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any bank's location.
- 7.15.2. The shortlisted bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all bank's data and sensitive application software & data.
- 7.15.3. The shortlisted bidder shall also ensure that all sub-contractors, if any, who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any bank's location.

7.16. Corrupt and fraudulent practice

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:

- 7.16.1. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution;
- 7.16.2. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition;
- 7.16.3. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 7.16.4. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
- 7.16.5. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.17. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party

shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

7.18. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

7.19. Confidentiality

- 7.19.1. The shortlisted bidder/vendors will be exposed by virtue of the contracted activities to the internal business and infrastructure information of the Bank. Each recipient is entrusted to maintain its confidentiality. The bidder acknowledges that in the course of performing the obligations under this Tender and subsequent contract/agreement, it shall be exposed to or acquire information of the bank, which the bidder shall treat as confidential.
- 7.19.2. In case the shortlisted bidder/ vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order/agreement.
- 7.19.3. No media release/public announcement or any other reference to the RfP or any program thereunder shall be made without the written consent of the bank, by photographic, electronic or other means.
- 7.19.4. All the banks product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of the bank. The bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.
- 7.19.5. Bidder shall not make or retain any copies or record of any Confidential Information submitted by the bank other than as may be required for the performance of Bidder.
- 7.19.6. Bidder shall notify the bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 7.19.7. The shortlisted bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.
- 7.19.8. Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Agreement/ Work Order or any

other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by the bank under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/ subcontractor or the like for the purpose of performing any of its obligations under the contract. However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

1. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
2. Prior to the disclosure by the bank was known to or in the possession of the Bidder at the time of disclosure;
3. Was disclosed or parted with the prior consent of the bank;
4. Was acquired by Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from the bank.

7.19.9. The Bidder shall submit a non-disclosure agreement as per **Annexure -XI** on non-judicial stamp paper of appropriate value at the time of submission of bids.

7.20. Intellectual Property Rights

- 7.20.1. The bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.
- 7.20.2. The bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by bidder in performing its obligations under this contract.
- 7.20.3. If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the bidder shall at no further expense, charge, fee or cost to the Bank, obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.
- 7.20.4. The shortlisted bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.
- 7.20.5. The shortlisted bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by bidder or in respect of any other services rendered under this RFP.

7.21. Indemnity

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

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

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

1. The bank notifies the Bidder in writing in a reasonable time frame on being aware of such claim;
2. The bidder has sole control of defense and all related settlement negotiations; and
3. The bank Cooperate with the bidder in the defense and settlement of the claims.

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

1. Software, hardware, interfacing not approved by Bidder; or
2. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
4. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

7.21.4. Indemnity shall exclude indirect, consequential, incidental damages including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work

stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages.

- 7.21.5. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder. In the event of shortlisted bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the bidder under this project. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RfP.

7.22. Limitation of liability

- 7.22.1. Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the contract value.
- 7.22.2. For the purposes of this section, "Contract Value" at any given point in time, means the aggregate value of all the purchase orders placed by Bank till date under this rate contract project.
- 7.22.3. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- 7.22.4. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third-party software or modules supplied by Bidder as part of procurement under the RFP. Under no circumstances the bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.
- 7.22.5. For the purpose of clause 8.22.3 the definition of "Gross Negligence " and "Willful Misconduct" are as follows:
- 1 **"Gross Negligence"** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.
 - 2 **"Willful Misconduct"** means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to

the other party, but shall not include any error of judgment or mistake made in good faith.

7.23. Rights to Visit

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

7.24. Right to Audit

- 7.24.1. The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), inspecting official from RBI or any regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the vendor, directly related to the services.
- 7.24.2. In case any of the services are further outsourced/assigned/ subcontracted (if allowed by the Bank) to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.
- 7.24.3. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the vendor. The vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 3 days to the vendor before such audit and same shall be conducted during normal business hours.
- 7.24.4. Where any deficiency has been observed during audit of vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the vendor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed
- 7.24.5. The vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by vendor. However, vendor shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

7.25. Amendments to Purchase Order

Once purchase order (including AMC order) is executed with shortlisted bidder, no amendments or modifications of the order and no waiver of any of the terms or conditions thereof shall be valid of binding unless made in writing and mutually agreed by the parties.

7.26. Grievances Redressal Mechanism

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

7.27. Right of Publicity

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

7.28. Force majeure

- 7.28.1. 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.
- 7.28.2. 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.

7.29. Resolution of Disputes

- 7.29.1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- 7.29.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 7.29.3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 7.29.4. Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

7.29.5. 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 Chennai, India only.

7.30. Notice

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt

8. Evaluation Methodology

8.1. Preliminary Examinations

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

8.2. Clarification of bids

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

8.3. Pre-Qualification Evaluation

- 8.3.1. In the first phase, the bank would evaluate the pre-qualification/Minimum eligibility bids as per the criteria specified in the RfP and information submitted by

the bidders to determine whether they are substantially responsive and meeting the eligibility criteria given in the tender.

- 8.3.2. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon are liable to be rejected.

8.4. Technical Evaluation

- 8.4.1. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification (minimum eligibility) criterion.

- 8.4.2. During technical evaluation, the Bank would evaluate the bid on the following parameters:

- 1 Technical bid is responsive and complete in all respect.
- 2 The offered equipment qualifies all the technical specification given in **Section 13.3.1** (Technical Bid) of RfP without any deviations.
- 3 Satisfactory feedback from at least one customer in Government/ Financial Institutions / Scheduled Commercial Banks / Government Departments / Semi-Government Departments / PSU/ Publicly listed Companies in India, wherein the product (same make) is successfully implemented by the bidder during the period 01.04.2017 to 31.10.2020.

The bidder to provide the details of customers as per **Section 13.3.3** (Technical bid) of RfP. Further, bidder shall take necessary permission from the customer and details of the customer to be submitted in the technical bid.

- 4 Compliance and acceptance of terms and conditions of the RfP as per **section 13.3.5** (Technical bid) of RfP.

- 8.4.3. The bidder's disqualification during technical evaluation in any one item/ parameter would result in technical disqualification.

- 8.4.4. The bidders who qualify the technical evaluation will be short listed for commercial evaluation. The Commercial evaluation will be through reverse auction.

8.5. Commercial Bid - Indicative

- 8.5.1. The technically shortlisted bidders would be eligible for participation in reverse auction. Bidders who do not qualify the technical evaluation will NOT be invited for reverse auction.

- 8.5.2. The bidders should furnish along with the bid response indicative prices for the project in their Commercial Bid, which would be referred to as indicative commercial offer.

- 8.5.3. Bidder has to mention AMC rate in terms of PERCENTAGE of the cost of the equipment (with 3 years warranty and support). The AMC amount quoted by the bidder in the final price breakup which is to be submitted after reverse auction, should not be less than the percentage indicated in the indicative commercial bid. The bidder is to note that, the AMC percentage mentioned in the indicative / final price break-up should be as per Industry / OEM standard. The Percentage of the cost of equipment quoted for AMC of laptops should not be **less than 8%**.

- 8.5.4. The Indicative commercial offer must not contradict the Technical offer in any way and should include the indicative cost of all the items offered. The suggested directive for Commercial offer is as follows:

1. Indicative Commercial Offer should be submitted as per **Annexure -IV**. This must contain all price information.

2. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the **Annexure-IV** are allowed. Any deviations may lead to disqualification of the bid.
- 8.5.5. The Bank reserves its right to open the indicative price bids of all the technically qualified bidders before the reverse auction process to arrive at the opening price (start price) for the Reverse Auction. However, there would be no compulsion on the part of the Bank to necessarily accept these prices as Benchmark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price and decrement price without having to disclose the basis to the Bidders. The bank would not invite the bidders for opening of indicative commercial bid.
- 8.5.6. The technically qualified bidders will participate in the Reverse auction process that will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz. date and time, start price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event.
- 8.5.7. On completion of the Reverse Auction, the bidders shall be required to submit the price break-up of their final price as per **Annexure -IV** of RfP. The Bank will evaluate the resultant price (which will get precedence over the price offered in the indicative price bid submitted by bidders) thereafter the bidders would be ranked (L1, L2, L3 and so on) on the basis of the price quoted / offered in the Reverse Auction and applying any corrections as per **section 8.6**.
- 8.5.8. Purchase preference would be offered to the eligible bidders as per extent guidelines and final shortlisting of bidders for award of contract would be undertaken. Refer **Section -10** of RfP for **Purchase Preference**. The final decision on shortlisting of the bidder will be taken by the bank. Similarly, it reserves the right not to include any bidder in the final short-list.
- 8.5.9. Failure or refusal to submit the price breakup and/or offer the services/goods at the price committed through Reverse Auction shall result in forfeiting of the EMD of the bidder.
- 8.5.10. Bank reserve the right to:
1. Reject any or all the proposals without assigning any reason thereof.
 2. Place the order with shortlisted bidder(s) at the contracted price for all the items in single or multiple lots within the bid validity period.
 3. Alter the quantities or locations specified in the offer in the event of changes in plans of the Bank. The same shall be advised at the time of placing the order with shortlisted bidder(s). In case of alteration in quantity, the unit price prevails.

8.6. Arithmetic errors correction

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

- 8.6.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- 8.6.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

- 8.6.3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 8.6.4. Bank may waive off any minor informity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

8.7. Award of Contract

- 8.7.1. The Bank would issue Lol/contract document to the shortlisted bidder(s) after completion of reverse auction and applying purchase preference.
- 8.7.2. The shortlisted bidder/s has to return the duplicate copy of Lol / contract document to the Bank within three (3) working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

Further, the bidder to submit Performance Bank Guarantee (PBG-1) for 5% of the total contract value within 15 days from the date of acceptance of Lol/contract document. Refer section 6.4.1(1) of RfP.

- 8.7.3. Failure to accept the Lol / contract document within three working days from the date of Lol makes the EMD liable for forfeiture at the discretion of the Bank. Further, the Bank would disqualify the bidder & OEM for a minimum period of 3 years for participating in future tender(s) issued by the bank.

8.7.4. Purchase order during Rate Contract Period

1. During the rate contract period the bank would place purchase orders in batches based upon its requirements. The bidder has to deliver and install the equipments as per the schedule given in RfP.
2. After completion of installation, acceptance would be carried out by the bank and acceptance date would be communicated. The shortlisted bidder has to submit back-to-back warranty certificate from OEM along with Performance Bank Guarantee (PBG-2) for 5% of the order value. Refer **section 6.4.1(2)** of RfP

8.7.5. Annual Maintenance Contract

1. The bank at its discretion may enter into AMC, as and when due, for the equipment prior to expiry of warranty, with the shortlisted bidder as per the contracted rate.
2. The order for AMC, would be placed by the bank as per the contracted rate after the expiry of warranty. The bidder has to enter into back-to-back AMC with the OEM and submit the certificate along with performance bank guarantee (PBG-2) -refer **section 6.4.1(3)** of RfP.
3. The bank reserves the right to place order for AMC for the entire lot or part thereof.

9. Purchase Preference

9.1. Introduction

- 9.1.1. In the current RfP, the items under procurement are DIVISIBLE.
- 9.1.2. Purchase preference to Micro and Small Enterprises (MSEs), Startups and Public Procurement (Preference to Make in India) shall be applicable subject to the bidder being '**Class-I local supplier**' and meeting technical specifications, full compliance of other terms and conditions of the RfP and submission of price break-up after reverse auction.
- 9.1.3. Among all qualified bids, the lowest bid after receipt of price breakup after completion of reverse auction will be termed as L1 and the others will be ranked as L2, L3 and so on.
- 9.1.4. The location wise distribution (**location and quantity per location**) of order would be as per requirement and at the discretion of the bank. This will be advised during placing the purchase order with the selected bidder.

9.2. Public Procurement (Preference to Make in India)

- 9.2.1. The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India as per the revised "Public Procurement (Preference to Make in India), Order 2017", circulated by the Department of Promotion of Industry and Internal trade, Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, as amended from time to time, will be applicable for this tender.
- 9.2.2. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified thirteen (13) electronic products vide reference W-43/4/2019-IPHW-MeIT dated 07.09.2020. Further, the mechanism for calculation of local content has been prescribe for each notified electronic product in this notification, in accordance with paragraph 5 of DPIIT PPP-MI order 2017 No.P-45021/2/2017-PP (BE-II) dated 16.09.2020, as amended from time to time.
- 9.2.3. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of tender document.
- 9.2.4. Definitions as per the notifications:
 1. '**Local content**' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 2. **Minimum local content** - the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% and for 'Class-II local supplier', the 'local content' requirement is minimum 20%.
 3. '**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, meets the 'minimum local content' as prescribed for 'Class-I local supplier' under this order.

4. **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the 'minimum local content' as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this order .
 5. **'Non - Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.
- 9.2.5. The Bidder shall be required to provide self-certification as per **Annexure – XX** (along with the bid that the item offered meets the 'minimum local content' and shall give details of the location(s) at which the local value addition is made, in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017.
- 9.2.6. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 9.2.7. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Any claim made after submission of the tender or submission of these information/ documents regarding claim for preferential treatment shall not be considered. Further, firms seeking these considerations shall be fully responsible for the truthfulness and authenticity of their claim for these benefits.
- 9.2.8. 'Class-II local suppliers' will not get any purchase preference.

9.3. Public Procurement Policy for Micro & Small Enterprises (MSEs)

- 9.3.1. Procurement through MSEs will be done as per the policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification No. D.L33004/99 dated March 23, 2012 and as amended from time to time.
- 9.3.2. Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 9.3.3. MSEs should provide proof of their being registered as MSE (indicating the Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification.
- 9.3.4. Purchase preference to MSEs will be given as defined in Public Procurement Policy for Micro and Small Enterprises order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent orders/notifications issued by concerned Ministry, if the bidder wants to avail the purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small enterprises.
- 9.3.5. MSEs are exempted from paying tender form/cost & EMD, subject to furnishing of valid registration certificate issued by relevant registration authority for claiming Exemption.
- 9.3.6. Self-declaration- MSEs are required to submit self-declaration as per **Annexure-XIX** of RfP accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the

RFP, they will be barred for the period of three years from being eligible to submit Bids for any procurement of the Bank.

- 9.3.7. In case where L1 price is from a bidder other than MSE and the price quoted by MSE bidder is within the price band of **L1 + 15%** shall be allowed to supply a portion of requirement by bringing down their price to L1 & such MSE shall be allowed to supply **at least 25%** of total tendered quantity/value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 25% quantity would be distributed proportionately among these Bidders.
- 9.3.8. Within the 25% quantity as indicated above, a purchase preference of:
1. Four (4) percent reserved for MSEs owned by SC / ST entrepreneurs, subject to their matching L1 price, and
 2. Three (3) percent is reserved for MSEs owned by women subject to their matching the L1 price.
 3. In the event of failure of the SC/ST and / or the women owned MSEs to participate in the tender process, or to meet the tender requirements, or to match the L1 price, the respective sub-targets shall be met from other MSEs.
- 9.3.9. MSEs shall be treated as owned by SC/ST/Women entrepreneurs under the following conditions:
1. In case of proprietary MSE, the proprietor shall be SC/ST/Women;
 2. In case of partnership MSE, the SC/ST/Women partner/s shall hold at least 51% share in the unit;
 3. In case of Private Limited Companies, at least 51% shares shall be held by SC/ST/Women promoters.
- 9.3.10. **The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them.**
- 9.3.11. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 9.3.12. The details of purchase preference are available on web site dcmsme.gov.in. Interested bidders may go through the same for details.

9.4. Startup

- 9.4.1. Applicable for Indian Bidders only as defined in gazette notification no. G.S.R. 34 (E) dated January 16, 2019 of Ministry of Commerce and Industry and as amended from time to time.
- 9.4.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 9.4.3. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 9.4.4. Startups are exempted from paying tender form/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.

- 9.4.5. Self-declaration- Startups are required to submit self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank as per **Annexure -XIX** of RfP.

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10. Reverse Auction

10.1. Business Rules and Terms & Conditions of Reverse Auction

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the said procurement.

10.2. Definitions

- 10.2.1. “Bank” means Small Industries Development Bank of India.
- 10.2.2. “Service Provider” means the third party agency / company who has been selected by the Bank for conducting Reverse Auction.
- 10.2.3. “L1” means the Bidder who has quoted lowest price in the Reverse Auction process.
- 10.2.4. “L2” means the Bidder who has quoted second lowest price in the Reverse Auction process and so on.

10.3. Eligibility of Bidders to participate in Reverse Auction

- 10.3.1. Bidders who are found technically qualified in terms of the technical eligibility criteria of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **Annexure -XXI** of the RfP, can only participate in Reverse Auction related to the procurement for which this RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.
- 10.3.2. Bidders should ensure that they have **valid digital certificate** well in advance to participate in the Reverse Auction. The Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

10.4. Training

- 10.4.1. Technically shortlisted bidders shall coordinate with the Bank/ Service Provider for RA for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk.
- 10.4.2. The service provider for Reverse Auction and their contact details shall be shared with the technically shortlisted bidders.

10.5. Reverse Auction Schedule

- 10.5.1. The date & time of start of Reverse Auction and its duration of time will be informed to the technically shortlisted Bidders well in advance before the Reverse Auction date.
- 10.5.2. Bank reserves the right to postpone / change / cancel / re-reverse auction the Reverse Auction event even after its communication to bidders without assigning any reasons there for.

10.6. Bidding Currency

Bidding will be conducted in Indian Rupees (INR).

10.7. Start Price (CAP Price)

10.7.1. Bank will determine the Start Price (CAP Price) for Reverse Auction:

1. On its own and / or
2. Evaluating the price band information submitted by the bidders in its indicative commercial bid in response to this RfP and / or
3. Based on the price bids received and if opened, Bank may determine the start price (CAP Price) on the basis of the lowest quote received.

10.8. Decremental Bid Value

- 10.8.1. The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price (CAP Price) or both.
- 10.8.2. Bidder is required to quote the bid price only at a decremental value.
- 10.8.3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 level of next available lower level.

10.9. Conduct of Reverse Auction event

- 10.9.1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- 10.9.2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conducting of Reverse Auction.
- 10.9.3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 10.9.4. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- 10.9.5. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the **Annexure -XXII** of RfP.
- 10.9.6. Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
- 10.9.7. Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure misuse. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
- 10.9.8. Reverse auction will be conducted as per **English Reverse Auction** with **no tie** where more than one Bidder cannot have identical bid price.
- 10.9.9. Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supplying the goods as per the RFP at the bid price of Reverse Auction.
- 10.9.10. Reverse Auction will normally, be for a period of ½ hour (i.e. 30 Minutes). If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. No. of

extension will be unlimited. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

10.9.11. The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.

10.9.12. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:

1. Opening Price
2. Leading / Lowest Bid Price in Auction (only total price)
3. Last Bid Price placed by the respective Bidder.

10.9.13. During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price (CAP Price) / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

10.10. Reverse Auction Process

10.10.1. At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.

10.10.2. All the Bidder has to submit the duly signed filled-in prescribed format **Annexure – XXIII** as per RfP as provided by the Bank within 24 hours of Reverse Auction without fail. The Original signed **Annexure -XXIII** should be couriered so as to reach bank within 48 hours of Reverse Auction without fail.

10.10.3. Upon receipt of above information from Service Provider, Bank will evaluate the same and will rank the bidders as L1, L2, L3 and so on.

10.10.4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.

10.10.5. All the Bidders has to give break-up of his bid price as per Bill of Material / commercial bid format (**Annexure -IV**) at the end of Reverse auction event **within three (3) working days** without fail.

10.10.6. Shortlisted Bidder(s) are bound to supply the goods at their final bid price of Reverse Auction. In case of backing out or not supplying as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount and debar it from participating in any tendering process in future

10.10.7. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

10.11. Bidder's Obligation

10.11.1. Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders

10.11.2. Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

10.12. Change in Business Rules, Terms & Conditions of Reverse Auction

- 10.12.1. Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- 10.12.2. Modifications of Business rules, Terms & conditions of Reverse Auction will be communicated to technically shortlisted bidders.
- 10.12.3. Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

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11. Pre-Qualification / Minimum Eligibility Criteria

11.1.1. Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria.

	S. N.	Criteria	Documents to be submitted by Bidder
CONSTITUTION	1	The Bidder should be a partnership firm registered under LLP act, 2008 / Indian Partnership Act, 1932 OR Company in India as per Indian Companies Act, 1956/ Indian Companies Act 2013 and must have in existence for at least 3 years as on the date of RfP.	a) Copy of certificate of LLP registration. b) Copy of certificate of Incorporation and certificate of commencement of business in case of Public Limited Company OR Copy of certificate of Incorporation of Private limited Company, issued by the registrar of companies.
	2	The Bidder must be in position to provide support / maintenance / up-gradation during the period of contract with the Bank and must be having back-to-back support from the OEM. If bidder (partner of OEM) is not able to fulfill its obligation to support the product during the contract period, OEM will have to ensure support as per contract.	Bidder to submit Manufacturer Authorization Form (MAF) as per format provided in Annexure -V of this RFP.
FINANCIALS	3	The bidder should have minimum average annual turnover of INR 40 crore over the last three (3) Financial years.	(i) Audited balance sheet for last three years i.e. 2017-18, 2018-19 and 2019-2020. (ii) CA certificate with details of turnover, net profit and networth for last three financial years i.e. 2017-18, 2018-19 and 2019-2020.
	4	The bidder should have positive NET PROFIT in any two (2) of the last three financial years and in the immediately preceding FY. Bidder should also have POSITIVE NETWORTH in immediate preceding three (3) financial years i.e., 2017-18, 2018-19 and 2019-2020. This must be the individual company's financials and not consolidated or of any group of companies / subsidiaries.	

	S. N.	Criteria	Documents to be submitted by Bidder
STATUTORY	5	The bidder must have a currently valid GST registration certificate and PAN number.	Copies of GST and PAN to be enclosed.
BIDDER EXPERIENCE	6	The bidder should have supplied and installed at least 1 order of 500 laptops in a single order / Rate contract in any Central Government / PSU / Banking / Insurance company / Publicly listed Companies in India, during the period 01.12.2018 to 30.11.2020.	Purchase Orders/Letter of Satisfactory Performance should be submitted along with the technical bid. The documents submitted in this regard should necessarily indicate the quantity supplied and installed successfully.
SUPPORT	7	The bidder should have support arrangement at all the locations of the bank to meet the SLA.	Address and Contact Details of support center to be provided as per format given in Annexure - XIV .
OEM EXPERIENCE	8	The OEM should have supplied 500 laptops (not necessarily the model offered in the current RFP) of own make by itself/through its partners during the period 01.12.2019 to 30.11.2020 for at least one organization in Government/ Financial Institutions / Scheduled Commercial Banks / Government Departments / Semi-Government Departments / PSU/ Publicly listed Companies in India.	Copy of PO issued / reference letter duly mentioning the MAKE and Quantity of laptops from the customers to be submitted.
CERTIFICATION	9	OEM should have valid ISO 9001 and ISO 14001 certificate.	Copy of relevant valid certificate to be submitted.
	10	The bidder should have valid ISO 9001 certificate.	Copy of relevant valid certificate to be submitted.

	S. N.	Criteria	Documents to be submitted by Bidder
DECLARATIONS	11	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years (counted backward from date of RfP). Bidder must certify to that effect.	Self-declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-IX .
	12	Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank.	Self-Declaration by Bidder on the company's letter head signed by company's authorized signatory as per Annexure-XV is to be submitted
	13	The laptop proposed should not be "end of support for 6 years" as on the date of RfP.	Self-Declaration by Bidder on the company's letter head to be submitted.
PIP	14	The bidder should submit pre-contract integrity pact.	Pre-contract integrity pact as per Annexure -XII on non-judicial stamp paper of Rs.100.

- 11.1.2. The bidder to submit documentary evidence for all the above points along with **Annexure-III – Pre-Qualification / Minimum Eligibility Criteria**.
- 11.1.3. Proposals of bidders who do not fulfill the above criteria or who fail to submit the required data along with documentary evidence thereon would be rejected.
- 11.1.4. Number of years would be counted backward from the date of issue of RfP.

12. Minimum Technical Specifications

12.1.1. The minimum technical specification of **ENTERPRISE LAPTOP** is as under:

S.N.	Details	Minimum Specifications
1	Processor **	a) 10th Generation Intel® Core™ i5-10210U (4 cores, 6MB Cache, 1.60 GHz) or higher. OR b) AMD Processors, equivalent or better in terms of performance especially for Bank's business applications, web browsing, computing, MS Office suite, e-Mail etc. Bank does not have significant use of any graphic based applications. Refer section 12.1.3 for AMD processor.
2	Chipset	OEM compatible chipset.
3	Motherboard	OEM logo or OEM part code number should be embossed / printed on the motherboard. Sticker is not acceptable.
4	Memory	1X16 GB, DDR4, 2666 MHz, scalable to 32GB. <i>(Minimum 2 memory slots, one slot to be filled with 16GB RAM and the other slot to be free for future upgradation of laptop to 32GB by addition of DIMM).</i>
5	Screen size (Display)	14.0" / 14.1" FHD (1920 x 1080) or higher, 16:9, Anti-Glare, Non-Touch.
6	Camera	Built-in, 720p HD camera on front.
7	Hard Disk Drive	PCIe NVMe 512GB SSD <i>(The laptop should have provision to support additional SATA hard disk upto 1TB, which the bank may add anytime during the period of contract)</i>
8	Graphics	Integrated Intel UHD Graphics.
9	Connectivity (Wireless & Wired)	(i) Integrated 802.11ac dual band (2x2) wireless adapter. (ii) Integrated Bluetooth 5 or better. (iii) Integrated Gigabit ethernet 10/100/1000.
10	I/O Ports (Built-in)	(i) Minimum two USB 3.1 Gen 1 Type-A and one USB 3.1 Gen 1 Type-C. (ii) 1XHDMI 1.4 or higher (iii) 1XVGA (onboard or through HDMI to VGA adapter). Adapter to be provided by the bidder and should be covered under warranty / AMC. (iv) 1X Gigabit Ethernet (RJ45) (v) 1X Headphone / Mic Combo jack (vi) 1X Power jack
11	Speakers & Microphone	Integrated stereo speakers and Microphone.
12	Keyboard &	Spill resistant & backlit Keyboard and

S.N.	Details	Minimum Specifications
	Touchpad	Multi-touch Touchpad
13	Mouse	USB mouse from same OEM.
14	Battery	Internal with minimum 8 hours of battery back-up time.
15	AC Adapter	65W, 4.5mm Smart AC Adapter (India)
16	Security Feature	(i) Hardware based TPM 2.0 (discrete or integrated). Firmware, Software & virtual TPM are not acceptable.
		(ii) Finger print reader
17	Operating System	Windows 10 Pro (64bit) with latest service packs installed
18	Recovery Media	Windows 10 Pro (64bit) Operating System Recovery Media 64bit on USB drive.
19	Weight	Upto 1.7 Kg (inclusive of batteries)
20	Carry Bag	Executive Carry bag, water resistant and foam padding, black colour from same OEM with the following specifications:
		(i) One full sized zipper closure pocket with adequate padding for laptop.
		(ii) One full sized zipper closure pocket for storage.
		(iii) One Interior zipper pocket
		(iv) Weight <0.75kg
		(v) Padded handles, padded shoulder straps and trolley attachment loop.
21	Industry Compliance Environmental & Regulatory Standard	ROHS compliance & Extended Producers Responsibility (EPR) OR EPEAT
		BEE Star ver. 2.0 or above OR Energy Star
		Windows
22	Warranty	3 years comprehensive onsite, including battery and with back to back support / arrangement from OEM.
23	Annual Maintenance Contract (AMC)	2 years comprehensive onsite AMC and with back to back support / arrangement from OEM.
24	Software Tool	Utility for hardware fault diagnosis, Utility for System protection which includes recovery of operating system, application and data, Utility with dashboard for reporting and implementing power management, Health management.

12.1.2. **** In case of bidder quoting AMD Processor for laptops:**

Necessary valid documentary evidence from reputed neutral 3rd party organizations must be provided towards proof of performance benchmark (specifically for the CPU and not for entire system having the processor) equivalent to that of Intel Core i5-10210U Processor for laptops. Bank reserves the right to engage third party to evaluate the performance independently, claimed in the said report, in line with the requirements of the bank. Bank's decision in this

regard will be final and binding on the bidders. No correspondence whatsoever in this regard would be entertained.

12.1.3. The bidders are required to note the following:

1. Bidders not to quote for 2 in 1 laptop.
2. The specification given are minimum, however, the bidder is free to position higher configuration.
3. The bidder can quote for laptop with intel or AMD processor and not both. In case bidder quotes for both, the bid will be disqualified.

SIDBI

13. Annexure

SIDBI

13.1. Annexure -I: Bid Forwarding Letter**(To be submitted on Bidders letter head)**

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

Dear Sir,

Procurement of Enterprise Laptops under Rate Contract
Tender No.: 500/2021/1597/CBO/ITV dated December 19, 2020

1. We, the undersigned, offer to submit our bid in response and accordance with your Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020.
2. We have examined the tender document including all Annexures carefully, we are hereby submitting our proposal along with all the requisite EMD and other documents as desired by the Bank.
3. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us. We understand that any deviation may result in disqualification of our bid.
4. We agree to abide by this offer till 180 days from the date of last day for submission of offer (Bid).
5. We undertake that, if we are technically shortlisted, we would be participating in the reverse auction and also submit the price break-up as per commercial bid format after the auction, irrespective of our status in the auction.
6. If our offer is accepted, we undertake to provide on-site comprehensive service support for the hardware / software supplied as per the above referred RFP, during warranty of 3 years and AMC of 2 years. The Warranty and AMC would be back to back from OEM and would start from date of acceptance of the equipment by the Bank. Further, the price quoted by us includes back-to-back 3 years warranty and 2 years AMC with OEM and support.
7. We would also undertake preventive maintenance periodically as specified in the tender. We also confirm that, we would stock adequate spares of all items supplied at our support locations and provide uptime etc as per requirements of RfP.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

9. We have also noted that SIDBI reserves the right to consider/ reject any or all bids or cancel/re-tender without assigning any reason thereof. Further, we understand that the Bank is not bound to accept any proposal it receives.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal of Company

Phone & E-mail:

Name of the Organisation ...

SIDBI

13.2. Annexure –II: Pre-Qualification / Minimum Eligibility Criteria

Pre-Qualification / Minimum Eligibility Bid
(Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020)

A. Information about Bidder

S.N.	Details	Bidder's response
A.1	Name of the bidder company	
A.2	Year of establishment	
A.3	Type of Company	
	Documentary proof enclosed. (Yes / No)	
A.4	Address of Registered Office with contact numbers	
a	Address	
b	Land Line No.	
A.5	PAN and GST Details	
a	Permanent Account Number	
	Copy of PAN enclosed. (Yes/No)	
b	GST Identification Number	
	Copy of GSTIN enclosed. (Yes/No)	
A.6	OEM or Authorized Partner of OEMs.	
A.7	Micro and Small Enterprise	
a	Does your organisation belong to Micro / Small Enterprise (Yes/No).	
b	Valid documentary evidence to be attached.	
A.8	Local Supplier	
a	Is bidder Class-I local supplier (Yes / No)	
B	Self-declaration from OEM as per format given in Annexure – XX .	

B. Details of Authorized Representative of Bidder (On whose Favour PoA is submitted)

S.N.	Contact Details	Bidder Response
B.1	Name	
B.2	Designation	
B.3	Land Line No.	
B.4	Mobile No.	
B.5	Email Id	
B.6	Power of attorney in favour of authorized representative submitted. (Yes / No)	

C. OEM Contact Details

S.N.	Contact Details	Bidder Response
C.1	Company Name	
C.2	Registered Office	
C.3	Name of Authorised Representative of OEM	
C.4	Mobile No.	
C.5	Email Id	

D. Financials

S. N	Parameter	FY	Amount in lakh
D.1	Annual Turnover	2017 – 2018	
		2018 – 2019	
		2019 - 2020	
D.2	Net Profit	2017 – 2018	
		2018 – 2019	
		2019 - 2020	
D.3	Net-worth	2017 – 2018	
		2018 – 2019	
		2019 - 2020	
D.4	<i>Copies of audited balance sheet attached. (Yes / No)</i>		
D.5	<i>CA Certificate indicating turnover, networth and Net Profit for three years i.e., 2017-18, 2018-19 and 2019-20.</i>		

E. Eligibility Criteria

S.N.	Criteria	Documents to be submitted by Bidder	Bidders Response
E.1	The Bidder should be a partnership firm registered under LLP act, 2008 / Indian Partnership Act, 1932 OR Company in India as per Indian Companies Act, 1956/ Indian Companies Act 2013 and must have in existence for 3 years as on the date of RfP.	a) Copy of certificate of LLP registration. b) Copy of certificate of Incorporation and certificate of commencement of business in case of Public Limited Company OR Copy of certificate of Incorporation of Private limited Company, issued by the registrar of companies.	
E.2	The Bidder must be in position to provide support / maintenance / up-gradation during the period of contract with the Bank and must be having back-to-back support from the OEM. If bidder (partner of OEM) is not able to fulfill its obligation to support the product during the contract period, OEM will have to	Bidder to submit Manufacturer Authorization Form (MAF) as per format provided in Annexure -V of this RFP.	

S.N.	Criteria	Documents to be submitted by Bidder	Bidders Response
	ensure support as per contract.		
E.3	The bidder should have minimum average annual turnover of INR 40 crore over the last three (3) Financial years.	(i) Audited balance sheet for last three years i.e. 2017-18, 2018-19 and 2019-2020.	(iii)
E.4	The bidder should have positive NET PROFIT in any two (2) of the last three financial years and in the immediately preceding FY. Bidder should also have POSITIVE NETWORTH in immediate preceding three (3) financial years i.e., 2017-18, 2018-19 and 2019-2020. This must be the individual company's financials and not consolidated or of any group of companies / subsidiaries.	(ii) CA certificate with details of turnover, net profit and networth for last three financial years i.e. 2017-18, 2018-19 and 2019-2020.	
E.5	The bidder must have a currently valid GST registration certificate and PAN number.	Copies of GST and PAN to be enclosed.	
E.6	The bidder should have supplied and installed at least 1 orders of 500 laptops in a single order / Rate contract in any Central Government / PSU / Banking / Insurance company / Publicly listed Companies in India, during the period 01.12.2019 to 30.11.2020.	Purchase Orders/Letter of Satisfactory Performance should be submitted along with the technical bid. The documents submitted in this regard should necessarily indicate the quantity supplied and installed successfully.	
E.7	The bidder should have support arrangement at all the locations of the bank to meet the SLA.	Address and Contact Details of support center to be provided as per format given in Annexure -XV .	
E.8	The OEM should have supplied at least 1 order of 500 laptops (not necessarily the model offered in the current RFP) of own make by itself/through its partners in a single order / Rate contract during the period 01.12.2019 to 30.11.2020 for at least one organization in Government/ Financial Institutions / Scheduled Commercial Banks / Government	Copy of PO issued / reference letter duly mentioning the MAKE and Quantity of laptops from the customers to be submitted.	

S.N.	Criteria	Documents to be submitted by Bidder	Bidders Response
	Departments / Semi-Government Departments / PSU/ Publicly listed Companies in India.		
E.9	OEM should have valid ISO 9001 and ISO 14001 certificate.	Copy of relevant valid certificate to be submitted.	
E.10	The bidder should have valid ISO 9001 certificate.	Copy of relevant valid certificate to be submitted.	
E.11	The bidder should not have been black-listed by any Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the last 3 years (counted backward from date of RfP). Bidder must certify to that effect.	Self-declaration to this effect on company's letter head signed by company's authorized signatory as per Annexure-IX .	
E.12	Bidder should not be owned or controlled by any Director or Employee (or relatives) of the Bank.	Self-Declaration by Bidder on the company's letter head signed by company's authorized signatory as per Annexure-XVI is to be submitted	
E.13	The laptop proposed should not be "end of support for 6 years" as on the date of RfP.	Self-Declaration by Bidder on the company's letter head to be submitted.	
E.14	The bidder should submit pre-contract integrity pact.	Pre-contract integrity pact as per Annexure –XII on non-judicial stamp paper of Rs.100.	

F. [EMD and Tender Form Cost Details](#)

S.N.	Details	Bidders Response
F.1	EMD Details	
a.	Mode of Payment - DD / Pay Order / Bank Guarantee/NEFT	
b.	Number of DD/Pay order/BG/UTR	
c.	Date of Issue of DD/Pay order/BG or NEFT Transfer.	
d.	Issuing Bank of DD/Pay order /BG/NEFT	
e.	Amount (Rs.)	
F.2	Tender Form Cost Details	
a.	DD / Pay Order/NEFT	
b.	Number of DD/Pay order/BG/UTR	
c.	Date of Issue of DD/Pay order/BG or NEFT Transfer.	
d.	Issuing Bank of DD/Pay order /BG/NEFT	
e.	Amount (Rs.)	
F.3	Proof of deposit of EMD attached. (Yes/No)	

We do hereby confirm that, the information provided by us correct.

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Phone & E-mail:
Seal of Organisation.	Name of the Organisation ...

Note

- (i) Bidder response should be complete with all relevant documents attached.
- (ii) Documentary proof, sealed and signed by authorized signatory, must be submitted
- (iii) Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.
- (iv) SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders' customers.
- (v) Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

13.3. Annexure –III: Technical Bid
TECHNICAL BID

(Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020)

13.3.1. Technical Specification Compliance

S.N.	Details	Minimum Specifications	Bidder's Response	Deviations, if any
1	MAKE (Bidder to specify)			
2	Model No. (Bidder to specify)			
3	Datasheet of laptop	Bidder to attach datasheet of laptops		
4	Processor **	a) 10th Generation Intel® Core™ i5-10210U (4 cores, 6MB Cache, 1.60 GHz) or higher. OR b) AMD Processors, equivalent or better in terms of performance especially for Bank's business applications, web browsing, computing, MS Office suite, e-Mail etc. Bank does not have significant use of any graphic based applications. Refer section 13.3.2 for AMD processor.		
5	Chipset	OEM compatible chipset.		
6	Motherboard	OEM logo or OEM part code number should be embossed / printed on the motherboard. Sticker is not acceptable.		
7	Memory	1X16 GB, DDR4, 2666 MHz, scalable to 32GB. <i>(Minimum 2 memory slots, one slot to be filled with 16GB RAM and the other slot to be free for future upgradation of laptop to 32GB by addition of DIMM).</i>		
8	Screen size (Display)	14.0" / 14.1" FHD (1920 x 1080) or higher, 16:9, Anti-Glare, Non-Touch.		
9	Camera	Built-in, 720p HD camera on front.		
10	Hard Disk Drive	PCIe NVMe 512GB SSD <i>(The laptop should have provision to support additional SATA hard disk upto 1TB, which the bank may add anytime during the period of contract)</i>		
11	Graphics	Integrated Intel UHD Graphics.		
12	Connectivity (Wireless & Wired)	(i) Integrated 802.11ac dual band (2x2) wireless adapter. (ii) Integrated Bluetooth 5 or better.		

S.N.	Details	Minimum Specifications	Bidder's Response	Deviations, if any
		(iii) Integrated Gigabit ethernet 10/100/1000.		
13	I/O Ports (Built-in)	(i) Minimum two USB 3.1 Gen 1 Type-A and one USB 3.1 Gen 1 Type-C.		
		(ii) 1XHDMI 1.4 or higher		
		(iii) 1XVGA (onboard or through HDMI to VGA adapter). Adapter to be provided by the bidder.		
		(iv) 1X Gigabit Ethernet (RJ45)		
		(v) 1X Headphone / Mic Combo jack		
		(vi) 1X Power jack		
14	Speakers & Microphone	Integrated stereo speakers and Microphone.		
15	Keyboard & Touchpad	Spill resistant & backlit Keyboard and Multi-touch Touchpad		
16	Mouse	USB mouse from same OEM.		
17	Battery	Internal with minimum 8 hours of battery back-up time.		
18	AC Adapter	65W, 4.5mm Smart AC Adapter (India)		
19	Security Feature	(i) Hardware based TPM 2.0 (discrete or integrated). Firmware, Software & virtual TPM are not acceptable.		
		(ii) Finger print reader		
20	Operating System	Windows 10 Pro (64bit) with latest service packs installed		
21	Recovery Media	Windows 10 Pro (64bit) Operating System Recovery Media 64bit on USB drive.		
22	Weight	Upto 1.7 Kg (inclusive of batteries)		
23	Carry Bag	Executive Carry bag, water resistant and foam padding, black colour from same OEM with the following specifications:		
		(i) One full sized zipper closure pocket with adequate padding for laptop.		
		(ii) One full sized zipper closure pocket for storage.		
		(iii) One Interior zipper pocket		
		(iv) Weight <0.75kg		
		(v) Padded handles, padded		

S.N.	Details	Minimum Specifications	Bidder's Response	Deviations, if any
		shoulder straps and trolley attachment loop.		
24	Industry Compliance Environmental & Regulatory Standard	(i) ROHS compliance & Extended Producers Responsibility (EPR) OR EPEAT		
		(ii) BEE Star ver. 2.0 or above OR Energy Star		
		(iii) Windows		
25	Warranty	3 years comprehensive onsite, including battery and with back to back support / arrangement from OEM.		
26	Annual Maintenance Contract (AMC)	2 years comprehensive onsite AMC and with back to back support / arrangement from OEM.		
27	Software Tool	Utility for hardware fault diagnosis, Utility for System protection which includes recovery of operating system, application and data, Utility with dashboard for reporting and implementing power management, Health management.		
28	In case of AMD Processor, documentary evidence from reputed neutral 3rd party organizations must be provided towards proof of performance benchmark (specifically for the CPU and not for entire system having the processor) equivalent to that of Intel Core i5-10210U processor for laptop. Documentary evidence attached. (Yes/No)			

13.3.2. ****In case of bidder quoting AMD processor for laptops:**

1. Necessary valid documentary evidence from reputed neutral 3rd party organizations must be provided towards proof of performance benchmark (specifically for the CPU and not for entire system having the processor) equivalent to that of Intel **Core i5 10210U processor for laptop**.
2. Bank reserves the right to engage third party to evaluate the performance independently, claimed in the said report, in line with the requirements of the bank.
3. Bank's decision in this regard will be final and binding on the bidders, no further correspondence in this regard will be entertained.

13.3.3. **Customer References**

S.N.	Name of Organisation	Representative Name	Mobile No.	eMail ID	Details of Equipment Supplied
1					
2					

13.3.4. Call logging and Escalation Matrix

S. N	Description	Compliance (Yes/No)	Deviations, if any
1	Escalation Matrix as per Annexure -XVIII submitted. (Yes/No)		
2	Detailed Call logging procedure to be submitted by the bidder.		

13.3.5. Compliance to various Sections of RfP

S.N.	Description	Compliance (Yes/No)	Remarks / Deviations, if any
1	Introduction & Disclaimers Section -3 of RfP		
2	Instruction to Bidders Section -4 of RfP		
3	Scope of Work as per Section -5 of RfP		
4	Special Terms and Conditions as per Section -6 of RfP		
5	General Terms and Conditions as per Section -7 of RfP.		
6	Evaluation Methodology as per Section -8 of RfP		
7	Purchase Preference as per Section -9 of RfP		
8	Reverse Auction as per Section -10 of RfP.		

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organisation ...

Note

- (i) Bidders are required to fill their actual offerings in the **“Bidders Response”** Column.
 (ii) Datasheet of the product quoted should be attached.

13.4. Annexure –IV: Commercial Bid - Indicative

Commercial Bid - Indicative
(Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020)

All Costs in Indian Rupees Only.

1. Table -1: Cost of New Laptops

S.N	Description	Qty.	Unit Cost in Rupees				Total Cost (Rs.)
			Figures	Words	GST	Total	
		A	B		C	D=B+C	E=AXD
1	Cost of enterprise Laptops as per specifications given in Annexure-III, S.N. 13.3.1 , with three years back to back warranty (inclusive of battery) and support with OEM and bidder on-site comprehensive support.	1038					

2. Table -2: Annual Maintenance Contract

S. N	Description	Qty.	AMC Cost per Unit per Annum				Total AMC Cost Per Annum	Total Cost for two years
			Per Annum cost	GST	Total	Percentage of the cost of equipment #		
		A	B	C	D=B+C	E=AXD	F=EX2	
1.	AMC of enterprise Laptops	1038						

The "Percentage of the cost of equipment" mentioned here will have to be maintained in the final price quoted by the Bidders after reverse auction. The AMC rate/amount quoted by the bidder in the final breakup which is to be submitted after reverse auction should not be less than the percentage indicated in the indicative commercial bid. See illustration at the end.

3. Table -3: Total Cost of Ownership

S.N.	Description	Amount (Rs)
1	Total cost of New Equipment as per Table -1	A
2	AMC cost of new equipment for two years as per Table -2	B
3	Total Cost of Ownership	C=A+B

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
Seal.....	Phone & E-mail:
	Name of the Organisation ...

Bidders are requested to note

- (i) Conditional commercial bids would be rejected.
- (ii) All the details must be provided as per format, table wise summation to be calculated and updated, deviation from above format would enable the commercial bid to be rejected.
- (iii) The bidder should submit indicative cost Masked commercial bid along with technical bid.
- (iv) After completion of reverse auction, the bidder should submit the final price as per the above commercial bid format.
- (v) All the rates must be quoted in INR. The cost should be inclusive of all taxes.
- (vi) The prices quoted in commercial bid submitted by bidder after rate contract shall be fixed for the duration of contract.

Illustration:

- a) Say the bidder has quoted the below price in their indicative commercial bid:

Cost of one number of laptop : Rs.100/-

AMC Percentage of the original cost of laptop :10%

AMC for laptops per annum : Rs.10/-

(being 10% of original cost of laptop)

- b) After completion of reverse auction, in the price breakup submitted by the bidder, the AMC amount quoted by the bidder should not be less than percentage indicated in the indicative commercial bid i.e., Rs.10/- or 10%.

13.5. Annexure –V: Manufacturer Authorisation Format**(This letter should be on the letterhead of the OEM)**

To

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

Dear Sir,

Manufacturer Authorization
Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020

We _____ (OEM Name) having our registered office at _____ (OEM office address) are an established and reputed manufacturer of _____ <hardware details> do hereby authorise M/s _____ (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer/Indian Distributor) hereby confirm that proposed laptops are of enterprise / business class and we extend our full guarantee and warranty as per terms and conditions of the tender for the equipments against the offer by the above firm/company and will extend technical support and ensure availability of spares for our products for a period of SIX (6) years from the date of submission of this tender.

In case the shortlisted bidder is not ready to provide the support during the warranty/AMC period, support will be provided by us directly or through our other authorized partners for the remaining period of warranty and/or AMC for the product without any additional cost to the Bank.

Further, the laptops quoted by the above firm are with three years warranty and two years AMC, which would be back to back from us and includes laptop battery under warranty.

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and/or during the period of the contract.

<Authorised Signatory>

Name: _____

Designation: _____

Note

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

13.6. Annexure –VI: Undertaking of Authenticity**[To be signed by Authorised Signatory with Name and Seal of the Company]**

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

Dear Sir,

Undertaking of Authenticity
Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020

With reference to the hardware items /software quoted to you vide our reference/quotation No. cited above.

We hereby undertake that all the components / parts / assembly / software used in equipments shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / secondhand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate and also that it shall be sourced from the authorised source.

We confirm that the software supplied along with the hardware is free from bugs, malware, covert channels in code etc.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the equipment without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service center / reseller / SI etc.

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organisation ...

13.7. Annexure –VII: Power of Attorney*(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)*

BY THIS POWER OF ATTORNEY executed on _____, 2020, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>**, **<Employee no.>**, **< Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to “Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020” for RfP for procurement of Enterprise Laptops under Rate Contract to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

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

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

For and on behalf of the Board of Directors of

WITNESS:

Signature of _____

Attested

13.8. Annexure -VIII: Letter of Conformity

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

Dear Sir,

Conformity Letter
Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. 500/2021/1597/CBO/ITV dated December 19, 2020) issued by the bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
Seal.....	Phone & E-mail:
	Name of the Organisation ...

13.9. Annexure –IX: Non-Blacklisting**[To be signed by Authorised Signatory with Name and Seal of the Company]**

Place: _____

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

Dear Sir,

Non-Blacklisting**Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020**

We _____ (bidder name), hereby undertake that:

1. We are not blacklisted by Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during the **last three years**.
2. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Date _____ Signature of Authorized Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organization ...

13.10. Annexure –X: EMD / Bid Security Form*(Sample Format – To be executed on a non-judicial stamped paper of requisite value)***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. Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020 to supply, installation and maintenance of Enterprise Laptops under Rate Contract (Herein after called the ‘the RFP’) to you.

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

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

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

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

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

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

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

This guarantee is valid until the day of And a claim in writing is required to be presented to us within six 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

.....

.....

13.11. Annexure –XI: Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “Procurement of Enterprise Laptops under Rate Contract” as per scope defined in the Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Overseas Towers, 2nd Floor, 756L Anna Salai, Chennai (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written Authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Date Signature of Authorized Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organization ...

13.12. Annexure –XII: Pre-Contract Integrity Pact**(To be submitted on non-judicial stamp paper of Rs.100/-.)****1. General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place on ---- day of the month of -----, 2020 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Office at Overseas Towers, 2nd Floor, 756L, Anna Salai, Chennai (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to shortlist vendor for carrying out Procurement of Enterprise Laptops under Rate Contract (Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020) and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

2. Commitments of the BUYER

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

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the

business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.8.3 lakh** as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.
- (i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Chennai.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.
- 5.3 In case of the shortlisted BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
 - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
 - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

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

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

8. Independent Monitors

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case

BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact, at _____ on _____

BUYER

BIDDER

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

13.13. Annexure –XIII: Bank Mandate Form

(To be submitted in Duplicate along with Cancelled Cheque)

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

1. Name of Borrower / vendor / supplier: _____

2. Vendor Code (if applicable): _____

3. 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)		
(Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE2	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 Authorized Official from the Bank]

13.14. Annexure -XIV: Bidder Support Details at the Locations

Bidder Support Details at the Locations
Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020

S.N.	Bank Location	Direct Service Canter OR Exclusive Franchise service Canter OR Authorised Service Canter	Bidders Support location Details		
			Address	Contact Person Name	Landline Number
1	Agartala				
2	Ahmedabad				
3	Ahmedabad				
4	Ahmednagar				
5	Aizwal				
6	Ambattur				
7	Andheri				
8	Aurangabad				
9	Bahadurgarh				
10	Balanagar				
11	Ballabgarh				
12	Vadodara (Baroda)				
13	Balanagar				
14	Bengaluru				
15	Bhilwara				
16	Bhiwadi				
17	Bhopal				
18	Bahadurgarh				
19	Ballabgarh				
20	Bhubaneshwar				
21	Chandigarh				
22	Changodar (Ahmedabad)				
23	Chennai				
24	Chinchwad (Pune)				
25	Coimbatore				
26	Dehradun				
27	Dharmasthala				
28	Dimapur				
29	Faridabad				
30	Gandhidham				
31	Gangtok				
32	Gurgaon				
33	Guwahati				
34	Haridwar				
35	Hyderabad				
36	Hosur				
37	Hubballi				
38	Imphal				
39	Indore				
40	Itanagar				

S.N.	Bank Location	Direct Service Canter OR Exclusive Franchise service Canter OR Authorised Service Canter	Bidders Support location Details		
			Address	Contact Person Name	Landline Number
41	Jaipur				
42	Jalandar				
43	Jammu				
44	Jamnagar				
45	Jodhpur				
46	Kanchipuram				
47	Kanpur				
48	Kishangarh				
49	Kochi				
50	Kolhapur				
51	Kolkata				
52	Kundli				
53	Lucknow				
54	Lucknow				
55	Ludhiana				
56	Madurai				
57	Mahesana				
58	Morbi				
59	Mumbai				
60	Mysuru				
61	Odhav				
62	Nagpur				
63	Nashik				
64	New Delhi				
65	Noida				
66	Panaji				
67	Patna				
68	Peenya				
69	Prayagraj				
70	Puducherry				
71	Pune				
72	Raipur				
73	Rajkot				
74	Ranchi				
75	Rudrapur				
76	Shillong				
77	Shimla				
78	Sitapura Industrial Area				
79	Surat				
80	Thane				
81	Tirupur				
82	Udaipur				
83	Vasai				
84	Vatva				
85	Vijayawada				
86	Vishwakarma				

S.N.	Bank Location	Direct Service Canter OR Exclusive Franchise service Canter OR Authorised Service Canter	Bidders Support location Details		
			Address	Contact Person Name	Landline Number
	Ind. Area				
87	Varanasi				
88	Yamuna Nagar				
89	DataCenter, Mumbai				
90	DR Site, Chennai				

I/We certify that, the information given above are correct.

Date

Signature of Authorized Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organization ...

Note	<ol style="list-style-type: none"> 1 The support should meet the timelines as specified in SLA. 2 Non-submission of details as asked for in the annexure would be treated non-availability of support from the bidder at the location and the proposal would be evaluated. 3 Refer Annexure - XXIV for address of the bank location.
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13.15. Annexure –XV: Declaration on Ownership by Bank Employees

To
The General Manager
Small Industries Development Bank of India
IT Vertical, Overseas Towers, 2nd Floor,
756L, Anna Salai
Chennai 600 002, Tamil Nadu

Dear Sir,

Declaration on Ownership by the Bank Employees
Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020

I/We _____ (bidder name), hereby undertake that, the Company is not owned or controlled by any Director or Employee (or relatives) of Small Industries Development Bank of India.

Yours faithfully,

Date _____ Signature of Authorized Signatory ...
Place _____ Name of the Authorised Signatory ...
Designation ...
Seal..... Phone & E-mail:
Name of the Organization ...

13.16. Annexure –XVI: Performance Guarantee Format

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at Overseas Towers, 2nd Floor, 756L, Anna Salai, Chennai (hereinafter called the Corporation) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for SIDBI's 'Procurement of Laptops under Rate Contract' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.

2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Procurement of Laptops under Rate Contract' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.

3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto _____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. _____, whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.

5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 6 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.

7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

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

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

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

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS : 1) Name

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....

13.17. Annexure -XVII: Escalation Matrix

ESCALATION MATRIX

Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020

A. Bidder

1. Delivery Related Issues

S.N.	Designation	Name	Mobile No.	e-Mail ID	Full Address
1	First Level Contact				
2	Second Level Contact				
3	Regional Head				
4	Country Head				

2. Service Related Issues

S.N.	Designation	Name	Mobile No.	e-Mail ID	Full Address
1	First Level Contact				
2	Second Level Contact (if response received in 4 hours)				
3	Regional Head (if response not received in 24 hours)				
4	Country Head (if response not received in 48 hours)				

3. OEM for Service Related Issues

S.N.	Designation	Name	Mobile No.	e-Mail ID	Full Address
1	First Level Contact				
2	Second Level Contact				
3	Regional Head				
4	Country Head				

Any changes in designation, substitution will be intimated by us to the bank during the period of contract.

Date Signature of Authorized Signatory ...
Place Name of the Authorised Signatory ...
Designation ...
Seal..... Phone & E-mail:
Name of the Organization ...

SIDBI

13.18. Annexure -XVIII: Restriction on Procurement due to National Security**Procurement from a bidder of a Country which shares a land border with India**

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

Dear Sir,

**Procurement of Enterprise Laptops under Rate Contract
Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020**

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

I certify that this bidder/ OEM is not from such a country or, if from such a country, has been registered with the competent authority.

I certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organisation ...

Note

1. The declaration to be submitted on the letterhead of the bidder & OEM, duly signed by authorised signatory, stamped and dated.
2. Any bid not accompanied with the above certificates (as applicable) shall be summarily rejected. This declaration is part of minimum eligibility criteria.

2020

13.19. Annexure -XIX: Self-declaration of MSEs and Startups**Self-Declaration of MSEs and Startups**

(To be submitted on the letterhead duly signed by authorised signatory with stamp)

To

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

Dear Sir

**Procurement of Enterprise Laptops under Rate Contract
Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020**

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

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

Date _____ Signature of Authorized Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organization ...

13.20. Annexure -XX: Undertaking by Bidder for Local Content

(To be submitted on the letterhead of OEM & bidder duly signed by authorised signatory with company seal)

To

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

Dear Sir,

Certificate of Local Content
Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020

1. This is to certify that proposed _____ <product details>, mentioned in our bid in response to your captioned tender, is having the local content of _____ %.
2. The details of location(s) at which the local value addition is made are as under

S.N.	Product Details (Make / Model No.)	Name of Place

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated September 16, 2020 and Ministry of Electronics and Information Technology, Government of India order - revision vide reference W-43/4/2019-IPHW-MeitY dated 07.09.2020.

Date

Signature of Authorized Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organization ...

13.21. Annexure -XXI: Undertaking for Participation in Reverse Auction

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

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

Dear Sir,

**Acceptance of Reverse Auction Business Rules and Terms &
conditions of Reverse Auction**

**Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020
Purpose: Procurement of Enterprise Laptops under Rate Contract**

This is in reference to the above captioned tender, we confirm that:

1. The undersigned is our authorized representative.
2. We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
3. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a email containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
5. I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
6. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
7. We will participate in Reverse Auction conducted by M/s _____ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.
8. We will email duly signed filled-in prescribed format (**Annexure - XXIII**) as provided in the RfP, to the Bank within 24 hours of end of Reverse Auction without fail.
9. We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.

10. We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.

11. We nominate our official Shri _____ Designation _____ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under:

- Email ID: _____
- Mobile No. _____

Date _____ Signature of Authorized Signatory ...
Place _____ Name of the Authorised Signatory ...
Designation ...
Seal..... Phone & E-mail:
Name of the Organization ...

13.22. Annexure -XXII: Process Compliance Form

(The Bidders are required to print this on their company's letter head and sign, stamp before sending email to Service Provider. Copy of same to be forwarded to bank also.)

To,

<Reverse Auction Service Provider>

Dear Sir,

Agreement to the Process related Terms and Conditions for the Reverse Auction

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Enterprise Laptops under Rate Contract against the RFP/ Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020.

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
3. We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
4. We confirm that SIDBI and _____ (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
5. We understand that in the event we are not able to access the auction site, we may authorize _____ (Service Provider) to bid on our behalf by sending a email containing our offer price before the auction close time and no claim can be made by us on either SIDBI or _____ (Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
6. I/we do understand that _____ (Service Provider) may bid on behalf of other Bidders as well in case of above-mentioned exigencies.
7. We also confirm that we have a valid digital certificate/encryption certificate issued by a valid Certifying Authority.

8. We also confirm that we will email the price confirmation & break up of our quoted price as per **Annexure -XXIV** & Commercial bid format (**Annexure -IV**) as requested by SIDBI / _____ (RA Service Provider) within the stipulated time as specified in RfP.

We hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Date

Signature of Authorized Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Seal.....

Phone & E-mail:

Name of the Organization ...

13.23. Annexure -XXIII: Price Confirmation after Reverse Auction

(To be submitted by email by Bidder within 24 hours from the end of Reverse Auction event)

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

Dear Sir,

Final Bid Price quoted in Reverse held on _____ in respect of RFP / Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020 for Procurement of Enterprise Laptops under Rate Contract.

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under:

S.N.	Description	Amount (Rs.)
1	Total Cost of Ownership after Reverse Auction.	

We confirm that -

1. We would submit the detailed break-up of above price as per Commercial Bid format (**Annexure -IV of RfP**) within 3 working days from the end-of Reverse Auction event.
2. Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future
3. We are bound to supply at the above final bid price of Reverse Auction.
4. We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future.

Date Signature of Authorized Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Seal..... Phone & E-mail:

Name of the Organization ...

13.24. Annexure -XXIV Details of Locations

**Details of Locations of the Bank
Tender No. 500/2021/1597/CBO/ITV dated December 19, 2020**

S.N.	Location	Office Type	Address of SIDBI Offices for Delivery, Installation and Support
1	Agartala	BO	Bijoy Kumar Chowmuhani, Harish Thakur Road, Krishna Nagar, Agartala – 799001, Tripura
2	Ahmedabad	RO	Navjivan Amrit Jayanti Bhavan, 1st Floor, P B No 10, Navjivan, Ahmedabad - 380014 , Gujarat
3	Ahmedabad	BO	Nilkanth Avenue-2 Ground Floor, Navjivan Press Road, Beside Gujarat Vidyapith, Ashram Road, Ahmedabad – 380014, Gujarat
4	Ahmednagar	BO	First Floor, Kamda House, Next to Hotel Shraddha, Savedi, Nagar Manmad Road, Ahmednagar – 414003 , Maharashtra
5	Aizwal	BO	"MARDIN" Tuikhuatlang, Aizawl - 796001 , Mizoram
6	Ambattur	BO	Ground Floor, Nos. H 36 and H 35, Central Avenue, Korattur, Ambattur – 600080 , Tamil Nadu
7	Andheri	SARB	Samrudhi Venture Park, Upper Ground Floor, MIDC Road, MIDC Industrial Area, Marol, Andheri (East) Mumbai – 400093, Maharashtra
8	Aurangabad	BO	Plot No.327, Abhayuday Complex, N-3, Near CIDCO Bus stand Chowk, Besides Diwan Hospital, Aurangabad -431003 , Maharashtra
9	Bahadurgarh	BO	Ground Floor, Akash Tower, Delhi Rohtak Road, Bahadurgarh – 124507 , Dist Jhajjar, Haryana
10	Balanagar	BO	206, Meghna Complex, Opp. Andhra Bank, Balanagar Main Road, Balanagar, Hyderabad – 500037 , Telangana
11	Ballabgarh	BO	SCO.No.192, Ground Floor, HUDA Market, Sector-2 Ballabhgarh, Faridabad - 121004
12	Vadodara (Baroda)	BO	Shop No 1, 2 & 4, Ground Floor, Bhagwandas Chambers, Opp. Circuit House, R C Dutt Road, Alkapuri, Post Box No.3711, Baroda – 390007 , Gujarat
13	Balanagar	BO	206, Meghna Complex, Opp. Andhra Bank, Balanagar Main Road, Balanagar , Medchal – 500037, Telangana
14	Bengaluru	BO	No. 178 Platform Road, Mantri Square, Seshadripuram, Near Swati Hotel, Bengaluru-560020 , Karnataka
15	Bhilwara	BO	G-15, Ground Floor, Govindum, Old RTO Road, Pur Road, Bhilwara – 311001 , Rajasthan
16	Bhiwadi	BO	Shop No. 21, Krish Square, Bhagat Singh Colony, Main Sohna Road, Bhiwadi - 301019 , District Alwar, Rajasthan
17	Bhopal	BO	Ground Floor, 20 A/R, M.P. Nagar, Zone-II, Bhopal-462011 , Madhya Pradesh
18	Bahadurgarh	BO	Ground floor, Akash Tower, Delhi Rohtak Road, Bahadurgarh - 124507 , Dist: Jhajjar, Haryana
19	Ballabgarh	BO	SCO.No.192, Ground Floor, HUDA Market, Sector-2 Ballabhgarh , Faridabad – 121004, Haryana
20	Bhubaneshwar	BO/SITI	Plot No. L-3, Jayadev Vihar, Opp. Loyola School, Near

S.N.	Location	Office Type	Address of SIDBI Offices for Delivery, Installation and Support
			XIMB Square, Bhubaneshwar – 751013 , Odisha
21	Chandigarh	RO	SCO 119-120,1st & 2nd Floor, Sector 17 B, Chandigarh – 160017 , Chandigarh
22	Changodar (Ahmedabad)	BO	Unit No. GP-06, Ground Floor, Titanium Heights, Makarba, Behind Vodaphone Office, Corporate Road, Ahmedabad - 380058 , Gujarat
23	Chennai	RO	Second Floor, Overseas Towers, 756-L, Anna Salai, Chennai – 600002 , Tamilnadu
24	Chinchwad (Pune)	BO	Lower Ground floor, Navalmal Firodia Centre for Excellence, MCCIA Building, TELCO Road, Opp. Quality Circle Forum, J-462, MIDC Industrial Estate, Bhosari, Pune – 411026 , Maharashtra
25	Coimbatore	BO	Second Floor, Mayflower, E-Castle, No. 72 - Dr Balasundaram Road, Coimbatore-641018 , Tamilnadu
26	Dehradun	BO	SIDBI, 806/796, Kaulagarh Road, Opposite Chandra Hospital, Dehradun-248001 , Uttarakhand
27	Dharmasthala	SKD-RDP	SKDRDP, Dharmashree Building, Dharmasthala - 574216 , Dakshina Kannada District, Karnataka
28	Dimapur	BO	Ground Floor, NIDC Office building, IDC House, beside Treasury Office, Bank Colony, Kohima Road, Dimapur – 797112 , Nagaland
29	Faridabad	BO	N.H.5R/2, Neelam Badshah Khan Road, NIT, Faridabad – 121001 , Haryana
30	Gandhidham	BO	Shop No. 53,54&55, Ground Floor, Silver Arc, Plot No.57, Sector-8, Tagore Road, Gandhidham – 370201 , Gujarat
31	Gangtok	BO	Lamtha Building, Deorali School Road, Deorali, Gangtok – 737102 , Sikkim
32	Gurgaon	BO	Unit No.205 & 206, Suncity Trade Tower, Sector -21, Old Delhi Gurugram Road Gurgaon – 122016 , Haryana
33	Guwahati	BO	3rd Floor, Shreeji Tower, Christian Basti, G.S. Road, Above Manyavar, Walford, Guwahati – 781006 , Assam
34	Haridwar	BO	Ground Floor Hasturi Lal Khanna Market Near Tehsil-Haridwar Ashoka Talkies, Haridwar – 249407 , Uttarakhand
35	Hyderabad	RO/BO	G-1 [Ground Floor], Akira Sikhara Plaza, D.No.5-8-196 to 207, Opp. Intermediate Board, Jusbagh, Nampally, Hyderabad – 500001 , Telangana
36	Hosur	BO	643/1D, RKG Manor, First Floor, OPP. Traffic Police Station, NH-7, Bangalore Road, Hosur – 635109 , Tamil Nadu
37	Hubballi	RRO	Plot No.31, Sri Basava Sadan, Sy.No.91/B, 3rd Cross, Behind Water Tank, Neharu Nagar, Gokul Road, Hubballi – 580030 , Karnataka
38	Imphal	BO	Uripok Mayai Leikai, Uripok Canteen Road link to RIMS, Imphal, Next building of HDFC Bank, Lamphel Branch, Imphal - 795001, Manipur
39	Indore	BO	Showroom no. 26, Ground Floor, "Dhan Trident", Bombay Hospital Road, Near Satya Sai School, Vijay Nagar, Indore – 452010 , Madhya Pradesh

S.N.	Location	Office Type	Address of SIDBI Offices for Delivery, Installation and Support
40	Itanagar	BO	1st Floor, Injo's Complex, 12 T T Marg (VIP Road), Bank Tinali, Itanagar – 791111 , Arunachal Pradesh
41	Jaipur	RO/BO	SIDBI DreamX Plaza, Ground Floor, Shankar Marg, C-Scheme, Jaipur-302015 , Rajasthan
42	Jalandar	BO	Upper Ground Floor, Hotel Centrepoint Building Chowk, Jalandhar – 144001 , Punjab
43	Jammu	RRO	703, Tulip Tower, Ansal Grace Apartments, Sanik Colony, Jammu-180011, Jammu – 180011 , Jammu Kashmir
44	Jamnagar	RRO	Flat No. B-G, Ground Floor, Rutvivihar Apartment, Sadguru Colony, Walkeshwari, Jamnagar – 361008 , Gujarat
45	Jodhpur	BO	E-4, Ground Floor, Suvidha Complex, Shastri Nagar, Jodhpur – 342003 , Rajasthan
46	Kanchipuram	BO	Kanchipuram Branch Office, Ground Floor, No.14/68, Vallal Pachaiyappan Street, Next to City Union Bank, Kancheepuram - 631501 , Tamil Nadu
47	Kanpur	BO	Office no. G-3, Ground Floor, KAN Chambers, 14/113, Civil Lines, Kanpur – 208001 , Uttar Pradesh
48	Kishangarh	BO	G-20-21, Ground Floor, Ganpati Square, NH - 8, Jaipur-Ajmer Expressway, Marble Industrial Area, Madanganj, Kishangarh, Distt- Ajmer, Kishengarh – 305801 , Rajasthan
49	Kochi	BO	Ground floor, MT plaza, 64/2842, Kaloor Kadavanthara Road, Kochi -682017 , Kerala
50	Kolhapur	BO	S/10, Royal Heritage, Ground Floor, 'E' Ward, Opp. Basant Bahar Theatre, Assembly Road, Kolhapur – 416001 , Maharashtra
51	Kolkata	BO	Constantia Building 8th Floor, 'A' Wing, 11, Dr U N Brahmachari Street, Opp. La Martiniere Girls School, Kolkata – 700017 , West Bengal
52	Kundli	BO	SCO 38, Ground Floor, HSIDC Commercial Complex, Industrial Area, Phase 1, Kundli – 131028 , Sonipat, Haryana
53	Lucknow	HO	SIDBI Tower, 15, Ashok Marg, Lucknow- 226001 , Uttar Pradesh
54	Lucknow	RO	Ratan Square, 605, VIth Floor, 20-A, Vidhan Sabha Marg, Lucknow – 226001 , Uttar Pradesh
55	Ludhiana	BO	Ground Floor (Upper), Hotel KOP International, adjoining Ansal Plaza, Opposite Circuit House, Ferozpur Road, Ludhiana – 141001 , Punjab
56	Madurai	BO	Maditssia Auditorium, Ground Floor, 1A-4A, DR. Ambedkar Road, Madurai – 625020 , Tamilnadu
57	Mahesana	RRO	E-202, Radhe Kirtan Apartment, Radhanpur Road, Mahesana – 384002 , Gujarat
58	Morbi	BO	Shop No. G1, G2 & G3, Wing B, Ishan Ceramic Zone, Near Omkar Petrol Pump, National Highway 8A, Village – Lalpar, Morbi - 363642 , Gujarat
59	Mumbai	MO	Swavlamban Bhavan, Third Floor, C-11, G- Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051 , Maharashtra
60	Mysuru	BO	363, Sri Hari Complex, Sita Vilas Road, Near MUDA Office, Chamaraja Mohalla, Mysuru – 570024 ,

S.N.	Location	Office Type	Address of SIDBI Offices for Delivery, Installation and Support
			Karnataka
61	Odhav	BO	E-30, Ground Floor, SUMEL-7 (SAFAL), Near Soni Ki Chawl, Ahmedabad – 380023 , Gujarat
62	Nagpur	BO	Ground Floor, National Insurance Building, S.V. Patel Marg, Kingsway, Nagpur- 440001 , Maharashtra
63	Nashik	BO	Shop No.4, 5 & 6, Sukhraj Apartment, Parijat Nagar, Near Cricket Ground, Van Vihar Colony, Mahatma Nagar, Nasik – 422005 , Maharashtra
64	New Delhi	RO/BO	Atmaram House, 1 Tolstoy Marg, Barakhamba, New Delhi – 110001 , Delhi
65	Noida	BO	Ground Floor, Zygon Square, Plot No.1, Block H-1A, Sector 63, Noida-201307 , Uttar Pradesh
66	Panaji	BO	New Horizon Building, 1st Floor, St. Mary's Colony, Dr. Dayanand Bhandodkar Marg, Miramar, Panaji - 403001 , Goa
67	Patna	BO	5th floor, Harshwardhan Arcade, Harshwardhan Arcade, Plot 83, 85, Nr Samrat International Hotel, Frazer Road, Patna – 800001 , Bihar
68	Peenya	BO	PIA Bhavan, 1st Stage, 1 Cross, Peenya Industrial Area, Bengaluru – 560058 , Karnataka
69	Prayagraj	RRO	H No. 19, Panna Laal Road, Allahabad - 211002 Uttar Pradesh
70	Puducherry	BO	Small Industries Development Bank of India Puducherry Branch, Second Floor, No.129, Vysial Street, Post Bag No.113, Puducherry – 605001 , Puducherry
71	Pune	BO	Office No.305 & 305A, 3rd Floor, CTS No. 2687B, Kakade Bizz Icon, Pune University Road, Near E - Square, Shivajinagar, Pune – 411016 , Maharashtra
72	Raipur	BO	Second Floor, Chawla Complex, Sai Nagar, Raipur – 492009 , Chattisgarh
73	Rajkot	BO	Ground & 1st Floor, Nirmal, 7, Ramkrishnanagar Corner, off. Dr. Yagnik Road, opp. Municipal Comm. Bungalow, Rajkot - 360001 , Gujarat
74	Ranchi	BO	20, Chaibasa Main Road, Near Rajendra Chowk, Doranda, Ranchi – 834002 , Jharkhand
75	Rudrapur	BO	First Floor, 22 Avas Vikas, Near ICICI Bank Ltd., Delhi-Nainital Highway, Rudrapur, Udham Singh Nagar – 263153 , Uttarakhand
76	Shillong	BO	1 st Floor, Montfort Building, Dhankheti, Malki, Shillong - 793001 , Meghalaya
77	Shimla	RRO	First Floor, Suraj Kunj Building, Phase - 3, Sector - 5, New Shimla, Shimla – 171009 , Himachal Pradesh
78	Sitapura Industrial Area	BO	Ground Floor, Plot No. G1-43, Sitapura Industrial Area, Jaipur – 302022 , Rajasthan
79	Surat	BO	402-403, 4th Floor, International Business Centre IBC, Piplod, Surat -Dumas Road, Surat – 395007 , Gujarat
80	Thane	BO	1& 2, Dhanalaxmi Residency, Near Hotel Tip Top Plaza, L.B.S. Marg, Thane (W), Mumbai – 400602 , Maharashtra
81	Tirupur	BO	1st Floor, K.S.N. Complex, No. 74, J.G. Nagar, 60 Feet Road, Tirupur – 641602 , Tamilnadu

S.N.	Location	Office Type	Address of SIDBI Offices for Delivery, Installation and Support
82	Udaipur	BO	Ground Floor, Ridhi Sidhi, Complex, Ridhi Siddhi Complex, Panchsheel Market, Hiran Magri, Main Road, Sector -5, Udaipur – 313001 , Rajasthan
83	Vasai	BO	D31 & D32, Regal Heights, Vasant Nagari, Vasai East, Palghar, Mumbai – 401208 , Maharashtra
84	Vatva	BO	First floor, A/1, Shiv Shakti Complex, Opp. Samrat Nagar, Near Isanpur BRTS, Narol-Naroda Road, Isanpur, Ahmedabad – 382443 , Gujarat
85	Vijayawada	BO	2nd Floor, Corniche Square,67, Gurunanak Nagar Colony, Vijayawada – 520008 , Andhra Pradesh
86	Vishwakarma Ind. Area	BO	Shop No. 10, Ground floor, Shubhlaxmi Complex, Central Spine, Vidyadhar Nagar, Jaipur – 302039 , Rajasthan
87	Varanasi	BO	C-33/2C-1, Ground Floor, Shankar Tower (Opp. – Bharat Mata Mandir), Chandua, Habibpura, Sagra, Varanasi – 221010 , Uttar Pradesh
88	Yamuna Nagar	BO	SCO No.124, Ground Floor, Tau Devi Lal Complex, Gobindpuri Road, Near Kanahiya Sahib Chowk, Yamuna Nagar – 135001 , Haryana
89	DataCenter	DC	CtrlS DataCenter at Plot No.GEN-72/1/A, TTC Industrial Area, MIDC, Mahape, Navi Mumbai – 400701 , Maharashtra
90	DR Site	DR	Nxtra Data Limited, 5th Floor, No. F8 SIPCOT IT Park, Siruseri, Chennai -603 103 , Tamilnadu

Note	This are the existing locations of the Bank. However, during period of contract, there may be changes.
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END OF RFP