



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

वीडियो कॉन्फ्रेंसिंग के लिए फ़ायरवॉल ट्रेवर्सल और सुरक्षा समाधान
की खरीदारी का प्रस्ताव निवेदन
Request for Proposal (RfP)
For
**Purchase of Firewall Traversal and Security Solution for Video
Conferencing**

निविदा नं / Tender No.	400/2014/1012 /BYO/ITV
निविदा प्रकाशन की तारीख / Tender issue Date	March 7, 2014
पूर्व बोली सभा / Pre-Bid Meeting	March 13, 2014, 1130hrs
बोली जमा करने की अंतिम तारीख / Last Date for Submission of bids	March 20, 2014, 1500hrs
निविदा समाप्ति की तारीख और समय / Tender Closing date and time	March 20, 2014, 1800hrs
पूर्व-योग्यता और तकनीकी बोली प्रारंभ की तारीख / Date of Opening of Pre-qualification and technical bid	March 20, 2014, 1530 hrs
ई एम डी / EMD	₹12,000/-
निविदा प्रपत्र का मूल्य / Tender Form Cost	₹500/-

Issued By:

Deputy General Manager (Systems)
Small Industries Development Bank of India
Information Technology Vertical
3rd Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051
Ph:(022)67531100
Website: www.sidbi.in

1. Introduction and Disclaimers

1.1. Purpose of RfP

The purpose of RfP is to shortlist vendors for supply, installation and support of firewall traversal and security solution for video conferencing at SIDBI, Mumbai Office. Details of the equipment under procurement are given in the subsequent sections of this tender document.

1.2. Information Provided

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

1.3. Disclaimer

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

1.4. Costs to be borne by Respondents

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

1.5. No Legal Relationship

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

1.6. Recipient Obligation to Inform Itself

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

1.7. Evaluation of Offers

Each Recipient acknowledges and accepts that SIDBI may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s).

1.8. Errors and Omissions

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

1.9. Acceptance of Terms

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

1.10. Requests for Proposal

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

Contact : Sanjay Kumar Srivastava
Position : Deputy General Manager (Systems)
Email : ssrivastava@sidbi.com, crprasad@sidbi.in
Telephone : +91 - 22 – 67531229 / 67531238
Fax : +91 - 22 - 67531236

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

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

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

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

2. Background

2.1. About SIDBI

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

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

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

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

2.2. Current Setup

SIDBI has installed Radvision Scopia Elite 5110, Polycom RMX 1500, Polycom DMA-7000, Polycom RSS-40000, Radvision Pathfinder etc, installed at Mumbai Office. In addition to the above, SIDBI also installed additional 5 port Polycom RMX 1500 which is primarily used as ISDN gateway.

Currently, VC with external parties on IP is carried using Radvision pathfinder. However, to do so it is required to make certain configuration changes at the other party end.

2.3. Tender Objective

SIDBI intends to procure firewall traversal solution which enables the Bank to carry out dial-in and dial-out from the end points & MCUs through Internet without making any changes at calling or called party end.

2.4. The bidder to note that:

- 2.4.1. The solution should **NOT BE Software based** solutions.
- 2.4.2. The equipment should be **IPv4 and IPv6** ready from day one.
- 2.4.3. The equipment should support minimum 1080p@30fps from day one without addition of any additional hardware or software.
- 2.4.4. The technical specifications specified in **Annexure –III** are minimum specifications and the equipment quoted by bidders should have all the minimal functionality enabled from day one.
- 2.4.5. The purpose behind issuing this RfP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for the above purpose.
- 2.4.6. The selection process consists of three phases viz., 1) Pre-Qualification / Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

2.5. Scope of Work

The Scope of Work involves:

- 2.5.1. Supply and installation of firewall traversal and security solution complying with the technical specifications given in **Annexure –III**, along with software, accessories and necessary documents/manuals at respective locations.
- 2.5.2. Configuration and Integration of all the equipment supplied with existing video conferencing equipments/infrastructure installed at SIDBI. Integration involves changes to be made in configuration of existing video infrastructure (MCU, Gatekeeper, Scheduler, DMA, RSS etc) installed in the Bank premises to enable all the equipment to work in tandem.
- 2.5.3. Prior to configuration and Integration of the new equipment with the existing equipment, the bidder needs to study the existing setup at Mumbai and prepare detailed implementation plan. The implementation plan includes configuration changes required for existing equipment and Industry best practices in implementation of all the devices. On approval of the same by Bank, integration needs to be carried out. ***This activity to be carried out immediately after placing of order with the bidder to avoid delay in implementation.***
- 2.5.4. Bidder to deploy trained engineer on-site at Mumbai to carry out the installation / configuration / integration.

2.5.5. Warranty, Support and AMC

2.5.5.1. Warranty and support

The Warranty shall be:

- 2.5.5.1.1. On-site, comprehensive and **BACK-TO-BACK** from OEM for a period of 3 years from the date of acceptance.
- 2.5.5.1.2. Advanced replacement of hardware
- 2.5.5.1.3. Software updates and upgrades at no cost to Bank
- 2.5.5.1.4. L2 support from OEM
- 2.5.5.1.5. On-site support from bidder for day to day operational issues as and when arises.

2.5.5.2. AMC

- 2.5.5.2.1. On-site, comprehensive and **BACK-TO-BACK** from OEM for a period of 2 years from the date of acceptance.
- 2.5.5.2.2. Advanced replacement of hardware
- 2.5.5.2.3. Software updates and upgrades at no cost to Bank
- 2.5.5.2.4. L2 support from OEM
- 2.5.5.2.5. On-site support from bidder for day to day operational issues as and when arises.

2.5.6. Training

- 2.5.6.1. The bidder shall impart the training to the banks official during installation of ordered devices at Mumbai. The training should include, explaining all the features and capabilities of equipment, configuration, trouble identification, troubleshooting and routine maintenance of the equipment supplied.
- 2.5.6.2. In addition to the above, the bidder also to provide complete technical training to one SIDBI official by OEM / authorized partner at Mumbai. The training should be OEM or its authorised partner with authorized courseware for the above equipment and should be hands on.

- 2.5.7. Periodic preventive maintenance of hardware, once in quarter for the equipment.

- 2.5.8. Any corruption in the Software or media shall be rectified during the full period of the contract including warranty and AMC, if contracted, at no extra cost to the Bank.
- 2.5.9. The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation will be recorded for information of the selected bidder.
- 2.5.10. The bidder to note that, the Bank reserves the right to upgrade the equipment for additional functionality during the contract period by enabling license or addition of module/card, procured directly from the bidder or through open tender.
- 2.5.11. The System spare parts/services, as and when required, and complete maintenance of the Systems during warranty period and AMC period (if contracted), shall be supported for a period not less than 6 years (Warranty and AMC) from the date of acceptance of the System by the Bank.
- 2.5.12. Submission of relevant documents / reports, at respective locations.
- 2.5.13. Submission of Installation reports duly signed, stamped and dated by the SIDBI officials of respective locations.

2.6. Tender Methodology

- 2.6.1. The tender methodology proposed to be adopted by SIDBI will be “**THREE Bid System**” i.e., Pre-qualification criteria/Minimum Eligibility Criteria, Technical Bid and Commercial Bid.
- 2.6.2. Bidders who qualify in the pre-qualification criteria/minimum eligibility criteria would only be considered for evaluation of Technical bids.
- 2.6.3. The bidders whose technical bids satisfies the minimum technical specifications given in the tender shall be short listed for commercial evaluation. Refer to **section 3.17** of this RfP for detailed evaluation methodology.
- 2.6.4. All bidders who qualify the technical evaluation shall be separately notified in writing (mail / letter) about the date and time of opening of commercials.
- 2.6.5. SIDBI would enter into contract with the bidder(s) whose commercial bids are determined as **Lowest Commercial Bid [L1]**.

2.7. Pre-Qualification Criteria [Minimum Eligibility Criteria]:

- 2.7.1. Interested bidders who qualify the following minimum eligibility criteria may respond:

S.N.	Criteria	Proof to be Submitted
1	The bidder should be a registered company incorporated in India, registered under Company act 1956.	Copy of registration certificate to be enclosed.
2	The bidder should be Original Equipment Manufacturer [OEM] or authorized partner of OEM. <i>In case of authorized partner of OEM the bidder should submit Manufacturer Authorization Form as per format given in Annexure- V.</i>	MAF as per format to be submitted.
3	The bidder should be in the business of supply, installation,	Proof of same to be attached by way of purchase order OR Project

S.N.	Criteria	Proof to be Submitted
	configuration, maintenance and support of video conferencing equipment for at least three [3] years as on March 31, 2013.	Completion Certificate from the customer by mentioning the time frame clearly etc, OR Certification / Undertaking letter from Company Secretary or external auditor is to be submitted
4	The OEM should be in the business of supply, installation, configuration, maintenance and support of video conferencing equipment for at least five [5] years as on March 31, 2013.	Certification / Undertaking letter from OEM is to be submitted clearly mentioning the details and projects where equipment are implemented and providing support.
5	The bidder should have a minimum average annual turnover of ₹1.5 crore over the last three (3) financial years.	Supporting the fact the bidder should furnish CA certificate giving the details of turnover, networth and profit for last three years ending March 31, 2013.
6	The bidder should have positive networth and cash profit [i.e., no cash loss] in 2 years out of last 3 years.	
7	The bidder must have a currently valid Sales Tax / VAT / Service tax registration certificate and PAN number.	Copies of Sales Tax / VAT / Service tax / PAN to be enclosed.
8	The bidder MUST HAVE SUPPORT OFFICE at Mumbai.	Details of support center (address, contact details etc) at Mumbai to be submitted.
9	The OEM must have support office in India.	Certification / Undertaking letter from OEM is to be submitted clearly mentioning the location and contact details.
10	The OEM should have supplied firewall traversal and security solution for video conferencing in at least 3 organizations in India during last three years.	Certification / Undertaking letter submitted clearly mentioning the details of clients and the project.
11	The OEM should have supplied firewall traversal and security solution in at least one organization in BFSI / Govt. / PSU sector in India during last three years.	Certification / Undertaking letter submitted clearly mentioning the details of clients and the project.
12	The OEM should have warehouse in India to provide advance replacement of parts.	Details of warehouse to be provided.

2.7.2. **In the tender either the bidder on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same make/model of the item in the same tender.**

2.7.3. **If a bidder submits bid on behalf of the Principal/OEM, the same bidder shall not submit bid on behalf of another Principal /OEM in the same tender for the same item/product.**

2.7.4. Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon may be disqualified/rejected.

2.8. Schedule of Events

1	Tender No.	400/2014/1012/BYO/ITV Dated March 7, 2014			
2	Purpose of RfP	Purchase of Firewall Traversal and Security Solution.			
3	Date of Issue of RfP	March 7, 2014			
4	Cost of tender form	₹500/-			
5	Earnest Money Deposit [EMD]:	₹12 ,000/-			
6	Date of Pre-bid meeting	March 13, 2014, 1130hrs			
7	Last date for submission of bids	March 20, 2014, 1500hrs			
8	Tender closing date and time	March 20, 2014, 1800hrs			
9	Address for submission of bids	The Deputy General Manager(Systems) Small Industries Development Bank of India MSME Development Center, 3 rd Floor Information Technology Vertical Plot No.C-11, G Block, Bandra Kurla Complex, Bandra [East], Mumbai – 400 051			
10	Bid Validity	Proposals shall remain valid 90 days from the date of submission of bids			
11	Date of Opening of Pre-qualification] / Technical bid	March 20, 2014 at 1530hrs			
12	Date of Opening of Commercial bid	To be announced at a later date after the technical evaluation is completed. <i>Only technically short listed bidders shall be notified in writing or through mail.</i>			
13	Venue for pre-bid meeting & Opening of bids.	SIDBI, MSME Development Center 3 rd Floor, Information Technology Vertical, Plot No.C-11, G Block, Bandra Kurla Complex, Bandra(E), Mumbai - 400 051			
14	Contact Details				
	Name	Designation	Phone	Fax	E-mail
	C R Prasad	AGM (Systems)	67531238	67531236	crprasad@sidbi.in
	Sanjay Kumar Srivastava	DGM(Systems)	67531229		ssrivastava@sidbi.in

3. Instruction 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.

3.1. Clarification of Bids

- 3.1.1. The bidder or its official representative is invited to attend pre-bid meeting to be held on **March 13, 2014 at 1130 hours** at the venue mentioned in Section 2.7 (11). It would be the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of the meeting.
- 3.1.2. Clarification sought by bidder should be made in writing (Letter/E-mail/FAX etc) and submitted latest by **March 13, 2014, 1100 hours**. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 3.1.3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank (www.sidbi.in) website and CPP Portal (<http://eprocure.gov.in>) latest by **March 14, 2014**. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to check the websites before final submission of bids.

3.2. Amendment to the bidding document

- 3.2.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.2.2. 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.
- 3.2.3. The amendment will be posted on Banks website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>).
- 3.2.4. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

3.3. 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.

3.4. Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria, Technical bid and Commercial bid.

3.4.1. Documents comprising the Pre-qualifications-cum-Technical Bid should be:

- 3.4.1.1. Bid Forwarding Letter / Compliance Certificate as per **Annexure – I**.
- 3.4.1.2. Pre-Qualification Criteria / minimum eligibility criteria as per **Annexure – II**.
- 3.4.1.3. Technical Bid as per **Annexure - III**.
- 3.4.1.4. Masked commercial Bid without indicating the price as per **Annexure –IV** should be submitted.

- 3.4.1.5. MAF as per **Annexure – V**.
- 3.4.1.6. Undertaking of authenticity **Annexure – VI**
- 3.4.1.7. Power of Attorney for authorized signatory **Annexure – VII**.
- 3.4.1.8. Bank Mandate Form as per **Annexure –IX**.
- 3.4.1.9. DD/ Pay Order for **₹12,000/-** towards EMD.
- 3.4.1.10. Data sheets/printed literature of all the equipment being quoted.

3.4.2. Documents comprising the Commercial Bid should be:

- 3.4.2.1. Commercial bid as per **Annexure –IV**.

3.5. Signing, Sealing and Marking of Bids

3.5.1. The Bid shall be typed and shall be signed by the Bidder or a person or persons duly authorised (on whose name power of attorney is submitted) to bind the Bidder to the Contract.

3.5.2. **Power of Attorney of the person authorized to sign the bid as per format given in Annexure - VII is to be submitted.** The Bidder shall seal the bids in non-window envelopes containing the documents as under:

3.5.2.1. 1st Envelope (Superscribing “Tender No 400/2014/1012/BYO/ITV – Pre-qualification / Technical Bid”):

- a) DD/ Pay order towards tender form cost.
- b) DD/ Pay order / BG towards EMD.
- c) Bid Forwarding Letter.
- d) Pre-qualification/ Minimum Eligibility Criteria Form.
- e) Technical Bid.
- f) Manufacturer’s Authorisation Form (MAF).
- g) Masked (blank) Commercial Bid
- h) Service support Details & Matrix
- i) Power of Attorney
- j) Bank Mandate Form

Note:

Under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.

3.5.2.2. 2nd Envelope (Superscribing “Tender No 400/2014/1012/BYO/ITV – Commercial Bid”):

- a) Commercial bid

3.5.3. On the cover of each envelope name and address of bidder along with contact number should be clearly indicated.

3.5.4. The envelope(s) shall be addressed to the Bank at the address given below:

The General Manager (Systems)
Small Industries Development Bank of India
MSME Development Center, 3rd Floor,
Information Technology Vertical
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051

3.5.5. 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.

3.6. Erasures or Alterations

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorised signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. 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.

3.7. Bid Currency

Bids should be quoted in Indian Rupee only.

3.8. Earnest Money Deposit (EMD):

3.8.1. All the responses must be accompanied by a refundable INTEREST FREE security deposit of amount of ₹12,000/-.

Bidders who have responded to the tender no.400/2014/996/BYO/ITV Dated January 30, 2014 need not submit the EMD as the same is not released.

3.8.2. EMD should be in the form of Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai

3.8.3. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

3.8.4. Request for exemption from EMD (Security Deposit) will not be entertained.

3.8.5. The EMD amount / BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events:

3.8.5.1. Issue of Lol / purchase order to the successful bidder **OR**

3.8.5.2. The end of the bid validity period, including extended period (if any) **OR**

3.8.5.3. Receipt of the signed contract from the selected Bidder.

3.8.6. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the equipment by SIDBI and submission of performance guarantee by the bidder.

3.8.7. In case the acceptance of equipment is delayed due any reasons beyond the bank's purview, successful bidder shall have the BG validity extended for a period of three months till the equipment is accepted by the bank.

3.8.8. The bid security (EMD) may be forfeited:

3.8.8.1. If a Bidder withdraws its bids during the period of bid validity.

3.8.8.2. 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.

3.8.8.3. In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee. Further, the bidder would be banned for a period of 3 years from subsequent bidding in any of the Banks tenders.

3.9. Delivery and Installation Schedule

3.9.1. The Bidder should deliver the goods within **EIGHT WEEKS FROM THE DATE OF PURCHASE ORDER.**

- 3.9.2. 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. Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this will be given by the Bank.
- 3.9.3. The Bank will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI
- 3.9.4. The Bidder shall install the equipment and integrate with existing video conferencing infrastructure within THREE weeks from the date of delivery of the equipment at respective locations.
- 3.9.5. After completion of installation the bidder should obtain sign-off on the Installation- certificate from the Bank official at respective locations. SIDBI will carry out acceptance of hardware as per acceptance test plan. In order to facilitate the bidder and the Bank single acceptance date would be calculated for all the equipments supplied as part of the tender.
- 3.9.6. Installation will be treated as incomplete in one/all of the following situations:
- 3.9.6.1. Non-delivery of any equipment or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
 - 3.9.6.2. Non-delivery of supporting documentation.
 - 3.9.6.3. Delivery, but no installation of the components and/or software.
 - 3.9.6.4. System operational, but unsatisfactory to the Bank.
- 3.9.7. 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.
- 3.9.8. 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, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- 3.9.9. 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 General Terms and Conditions
- 3.9.10. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

3.10. Delivery and Documents:

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

- 3.10.1. Original copy of the duly signed challan with name, designation, date and seal of the office concerned affixed.
- 3.10.2. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- 3.10.3. Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.

3.11. Delivery Location

The equipment should be delivered, installed and maintained at MSME Development Center, Plot No.C-11, G Block, Bandra Kurla Complex, Bandra (E), **Mumbai 400 051**.

3.12. Period of Validity of Bids

- 3.12.1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from date of closure of this RfP.
- 3.12.2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- 3.12.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

3.13. Deadline for submission of Bids

- 3.13.1. The bids must be received by the Bank at the specified address not later than **March 20, 2014, 1500hours**.
- 3.13.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 3.13.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.14. Late Bids

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

3.15. Modification And/ Or Withdrawal of Bids:

- 3.15.1. 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.
- 3.15.2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.
- 3.15.3. No bid may be modified or withdrawn after the deadline for submission of bids.
- 3.15.4. 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.

3.16. Opening of Bids by the Bank

- 3.16.1. On the scheduled date and time (refer section 2.8), 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 shall sign a document evidencing their attendance.
- 3.16.2. 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.

- 3.16.3. The Bidder name and presence or absence of requisite EMD, RfP 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.
- 3.16.4. 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.

3.17. Evaluation Methodology

3.17.1. Clarification of bids

During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and it should be submitted within the time stipulated by the Bank. No change in the price of substance of the Bid shall be sought, offered or permitted.

3.17.2. Preliminary Examinations

- 3.17.2.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.
- 3.17.2.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 3.17.2.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
- 3.17.2.4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 3.17.2.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

3.17.3. Minimum Eligibility

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

3.17.4. Technical Evaluation

3.17.4.1. Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion. SIDBI will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at SIDBI's discretion.

3.17.4.2. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

3.17.4.3. The shortlisted bidders will be called for presentation on the solution based on the technical bids submitted by them to make an evaluation. Such presentations will become part of the technical bid. SIDBI will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration, presentations or site visits

3.17.4.4. Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the evaluation in accordance with the responses given for the identified requirements, within a short period after the last date of the submission of proposals. Accordingly, SIDBI will communicate a date and time to all Bidders.

3.17.4.5. During technical evaluation, SIDBI may interact with the customer references submitted by the bidder.

3.17.4.6. Bidders offerings should qualify the minimum technical specifications given in the technical bid.

3.17.5. Commercial Evaluation

3.17.5.1. Bidders who qualify the technical evaluation, would be shortlisted for opening of commercials.

3.17.5.2. SIDBI will award the contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1).

3.17.5.3. L1 would be based on TCO for SIX years i.e. $L1 = X + Y$ where:

I. **X** = Cost of firewall traversal equipment inclusive of all taxes, implementation, training and back to back warranty from OEM for a period of three years.

II. **Y** = AMC of the equipment for a period of three years at present values. Service tax to be paid extra on actual prevailing in respective year.

III. $L1 = X + Y$

IV. The Present Value (PV) for the AMC component per year will be calculated as per the following formula:

$$\frac{C}{(1+r)^n}$$

Where:

- 'C' is the annual AMC amount of each year.
- 'r' is Banks PLR which for calculation purpose is taken as 12.75%.
- 'n' is number of years, i.e. 'n' is 4 for 4th year, 5 for 5th year.

3.17.6. Arithmetic errors correction

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

- 3.17.6.1. 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.
- 3.17.6.2. 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.
- 3.17.6.3. 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.
- 3.17.6.4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct.
- 3.17.6.5. The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.
- 3.17.6.6. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

3.18. No Commitment to Accept Lowest or Any Offer

- 3.18.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 3.18.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 3.18.3. 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. The bank reserves the right to re-tender.
- 3.18.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

3.19. 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.

3.20. Proposal Ownership

The proposal and all supporting documents submitted by the bidder shall become the property of the Bank.

3.21. Contacting the Bank

3.21.1. Bidder shall NOT contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank.

3.21.2. 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.

3.22. Award of Contract

The Bank reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipments are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

4. General Terms and Conditions

4.1. Definitions

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

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

4.2. Use of Contract Documents and Information

- 4.2.1. 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.
- 4.2.2. 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.

4.3. Subcontracts

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

4.4. Price

- 4.4.1. Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, back to back support with OEM during warranty, insurance costs etc., **till the bid validity period.**
- 4.4.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 4.4.3. Octroi, alone, if applicable, will be reimbursed as at actual, on production of the original octroi paid receipt in the name of the Bank.

- 4.4.4. The Bank will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SIDBI.
- 4.4.5. No other cost whatsoever will be paid by SIDBI.
- 4.4.6. Further, subsequent to the orders being placed/ agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.

4.5. Terms of Payment

The standard payment terms of SIDBI are given below:

- 4.5.1. 90% payment after delivery and verification of items and on submission of duly signed in delivery challans and submission of detailed implementation plan. The vendor has to claim octroi paid, if any along with this payment.
- 4.5.2. 10% on submitting performance Bank Guarantee equivalent to 10% of the contract value and completion of training. The BG shall be valid for a period of 36 MONTHS from the date of acceptance with invocation period of additional THREE months beyond expiry of warranty i.e, 36 months + 3 months. The performance bank guarantee should be as per the format given in **Annexure –XI**.
- 4.5.3. **All the payments including release of EMD will be made by SIDBI, Mumbai electronically through RTGS/ NEFT. Bidders to submit Bank Mandate Form (as per Annexure –XII) along with cancelled cheque in original with technical bid.**
- Bidders who had already submitted original Bank Mandate Form to SIDBI as part of other transactions should duly fill in the above Annexure and the authorised person to duly sign and stamp the same.
- 4.5.4. Bidder will be required to furnish the documentary proof of delivery [delivery challan] and installation report duly signed by SIDBI officials of respective locations, proof of back-to-back warranty arrangement certificate while claiming the payment.
- 4.5.5. Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.
- 4.5.6. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 4.5.7. TDS, if any, will be deducted while releasing the payment.
- 4.5.8. All Payments will be made to the Bidder in Indian Rupee only.

4.6. Technical Information

- 4.6.1. The Bidder should strictly quote for the Brand/ Model complying with technical specifications given in **Annexure – III**.
- 4.6.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 4.6.3. The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 6 years including warranty period and post warranty maintenance (AMC). The Models

proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. Bank shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.

4.6.4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.

4.6.5. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/ without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

4.7. Acceptance

4.7.1. The acceptance / performance test will be performed after completion of installation of all the equipments at the respective locations. Complete hardware and Software as specified in the tender must have been supplied, installed and integrated with the existing systems of the Bank 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. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.

4.7.2. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Bank or to cancel the order and recall all the payments made by the bank to the bidder.

4.7.3. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder. During acceptance testing the bidder has to demonstrate all the features of the respective hardware items.

4.7.4. 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.

4.7.5. Acceptance test criteria for all the video conferencing equipments submitted as part of this tender are given below:

S.N	Nature of activity	Remarks
1	Physical Delivery of the hardware items as per the PO.	The bidder has to deliver all the items mentioned in the PO at respective SIDBI locations along with all the accessories, CDs/DVDs, manuals etc
2	Installation and Configuration	<ul style="list-style-type: none"> The bidder shall install and configure the equipment as per scope of work and integrate the same with existing video conferencing infrastructure. The bidder to train two officials of SIDBI on the configuration, integration and operations of the equipment. In addition to the same, the bidder to organize OEM training for one official of SIDBI.
3	Installation Certificate.	As a confirmation to the above activities mentioned at Sr. 1 & 2, bidder shall obtain Installation certificate duly signed by SIDBI officials of respective locations

S.N	Nature of activity	Remarks
		after 1 week of successful operation of the VC equipment, and submit the same at the time of claiming 50% payment.

4.8. Acceptance Date:

Bidder shall submit all the duly signed Installation certificates of all locations to Bank’s Mumbai office. Post which, SIDBI shall arrive at a common acceptance date(s) for the entire lot of equipment. Accordingly, the warranty period of 3 years starting from the date of acceptance, shall be determined and conveyed to the vendor in writing.

4.9. Governing language

- 4.9.1. 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.
- 4.9.2. The technical documentation involving detailed instruction for operation and maintenance, users'
- 4.9.3. Manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

4.10. Applicable laws

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

- 4.10.1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender 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.
- 4.10.2. 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.

4.11. Performance security

- 4.11.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) of an amount equivalent to 10% of contract value and valid for WARRANTY period + THREE months (invocation period) from the date of acceptance. The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying Bank against any default / failure in execution of contract, as per the format provided by Bank.

- 4.11.2. Since the validity of the BG is linked to the warranty/ acceptance of the hardware, the bidder shall submit the BG only after getting the confirmation from the Bank about the acceptance & warranty period.

4.12. Insurance

- 4.12.1. The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.
- 4.12.2. The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to SIDBI covering "All Risks" (fire, burglary, natural calamities such as Earth quake, floods etc.) valid till one month from the date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Bank.
- 4.12.3. 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
- 4.12.4. Should any loss or damage occur, the Bidder shall
 - 4.12.4.1. Initiate and pursue claim till settlement, and
 - 4.12.4.2. Promptly make arrangements for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

4.13. Inspections and tests

- 4.13.1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:
 - 4.13.1.1. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Bank / Bank's Consultants /Testing Agency. The supplier should intimate the Bank before dispatch of goods to various locations/ offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.
 - 4.13.1.2. Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
 - 4.13.1.3. In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
- 4.13.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 4.13.3. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
- 4.13.4. On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance

certificate will be signed by the, Testing Agency and the representative of the Bank.

4.14. Warranty

- 4.14.1. The warranty of entire equipments / hardware (including OS) & software deployed for this project shall be onsite, comprehensive, back to back from OEM, with Advance replacement of hardware for a period of 3 years (36 months) from the date of acceptance.
- 4.14.2. 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. The bidder will provide support for hardware and pre-installed software components including operating system during the warranty period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.
- 4.14.3. 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.
- 4.14.4. The bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
- 4.14.5. The warranty should cover all parts including updates, upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 36 months from the Date of acceptance by the Bank at no cost to Bank.
- 4.14.6. The bidder shall guarantee an uptime of 99.5% for all the locations where the equipments are commissioned, during warranty and AMC, if contracted, which shall be calculated on monthly basis.
- 4.14.7. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/resolution within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the Video Conference System. "Restoration" is the condition when the selected Vendor demonstrates that the Video Conference System is in working order and the Bank acknowledges the same.
- 4.14.8. The Downtime calculated shall not include any:
 - 4.14.8.1. Failure due to Bank (Power, Network etc.)
 - 4.14.8.2. Preventive maintenance activity and
 - 4.14.8.3. Force Majeure.
- 4.14.9. The bidder shall inform the Bank 7 days in advance before doing preventive maintenance or pre-planned activity.
- 4.14.10. The percentage uptime is calculated on monthly basis (12 hours a day, 9am to 9pm).
- 4.14.11. If the bidder fails to maintain guaranteed uptime of 99.5% per month for all the ordered locations, the Bank shall impose penalty as mentioned in section 4.14.15.
- 4.14.12. Bidder's hardware engineer will report at SIDBI offices within '**TWO HOURS**' for **[Call-to-Response]** of reporting of breakdown through telephone/ email / portal or Fax or courier at the vendor's office as per call logging and escalation matrix.

Bidder shall resolve the issue after reporting it within '**FOUR HOURS**' [**Call-to-Resolution**]

4.14.13. Call will be deemed as call closure if a hardware or part thereof of similar or higher configuration is provided, configured and integrated with existing MCU within the Call-to-Resolution.

4.14.14. The performance would be measured as under on monthly basis:

$$\text{Performance (\%)} = \frac{\text{(Total contracted minutes in a month – downtime Minutes within contracted minutes in a month)}}{\text{Total contracted minutes in a month}} \times 100$$

4.14.15. Penalty for shortfall in Performance Compliance Level: Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Uptime	Penalty in Rupees
>=99.5%	Nil
>=98.5% & < 99.5%	₹250/-
>=97.5% & < 98.5%	₹500/-
>=96.5% & <97.5%	₹750/-
>= 95.5% & <96.5%	₹1,000/-
<95.5%	₹1,500/-

4.14.16. The amount of penalty may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the hardware will be extended accordingly.

4.14.17. During the Warranty period, the bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.

4.14.18. The Bank shall promptly notify the bidder in writing / e-mail / fax of any claims arising under this warranty. Upon receipt of such notice the Vendor shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Bank.

4.14.19. In case equipment is taken away for repairs or the down time of any piece of equipment or component thereof exceeds the agreed Call-To-Resolution time, the bidder shall provide standby equipment of the same or higher configuration at no cost to the Bank till the original equipment is repaired and made operational.

4.14.20. In case some equipment is declared by the bidder as beyond repairs, the vendor shall provide a replacement equipment of the same of higher configuration from the same OEM with prior approval of the bank.

4.14.21. Free on-site maintenance services shall be provided by the bidder during the period of warranty.

4.14.22. Any corruption in the software or media shall be rectified during the full period of the contract including warranty and AMC, if contracted, at no extra cost to the Bank.

4.14.23. The bidder shall make available the spare parts, components etc, for the equipments for a minimum period of six years. If any of the peripherals/components are not available during the warranty / AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.

- 4.14.24. Further provided that the Bank may, during the currency of the warranty and AMC, shift the goods wholly or in part to other location(s) within the Country and in such case the supplier undertakes to continue to warrant & AMC, maintain the goods at the new location without any other additional cost to the Bank.

4.15. Annual Maintenance Contract:

- 4.15.1. The selected bidder will enter into comprehensive onsite AMC (Annual Maintenance Contract) for a period of two years with the vendor, if so desired by the bank, for post warranty maintenance after the expiry of the 3 years warranty period. However, the bank will be having right to go with any other vendor for AMC.
- 4.15.2. The order for AMC shall be placed in respective years. AMC charges for the equipment for 4th and 5th year shall not exceed the rates finalized at the time of purchase.
- 4.15.3. The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.
- 4.15.4. AMC should cover the total equipment along with software etc procured from the bidder & minimum of 4 Preventive Maintenance calls during the year for the equipment as per the requirement of the Bank.
- 4.15.5. In the case of authorized/ channel partners, AMC charges shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, upgrades for providing AMC support for period.
- 4.15.6. **AMC Payment will be made quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.**
- 4.15.7. The penalty terms during AMC would be same as warranty as specified above.
- 4.15.8. The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the vendor shall commit himself to service for a minimum period of six 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.
- 4.15.9. It may be noted that the Bank reserves the right to demand performance Bank Guarantee to the tune of 10% of the value of the original Purchase Order, if AMC charges quoted by the bidder are abnormally low (**below 3% of the cost**). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder.
- 4.15.10. If during the warranty period and AMC period, any hardware and/or software items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior NEW equipment by the bidder at no additional cost to the Bank.

4.16. Change / Modification in Delivery Locations

- 4.16.1. Bank reserves the right to change/modify locations for supply of the items. 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.

4.16.2. However if the hardware items are already delivered and installed, and if the modifications in locations are made after delivery due to operational requirement, the bidder shall carry out installation and commissioning at the modified locations. 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.

4.16.3. Further, if Bank due to its operational requirement proposes to shift the equipment to any location, such shifting would be carried out by the Bank with intimation to bidder.

4.16.4. The Warranty/AMC and support should be applicable to the altered locations in all the above scenarios.

4.17. 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.

4.18. Penalty for Default Delivery

4.18.1. If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 1% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.

4.18.2. In case the delay exceeds TEN weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.

4.18.3. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank for a period of 3 years.

4.19. 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 SIDBI should be passed on for compliance by the new company in the negotiation for their transfer.

4.20. Termination

4.20.1. Prior to the delivery of the hardware items, the Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

4.20.2. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- ◆ Failure of the successful bidder to accept the contract;
- ◆ Delay in offering equipments for pre-delivery Inspection;
- ◆ Delay in delivery beyond the specified period;
- ◆ Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- ◆ Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and

4.20.3. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

4.21. Patent Rights

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

4.22. Right of Publicity

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

4.23. Resolution of Dispute

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

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

4.23.2.1. In case of Dispute or difference arising between SIDBI and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by SIDBI. Chief General Manager/ General Manager, ITV, SIDBI, Mumbai shall be the Sole Arbitrator. The Arbitration proceedings shall be conducted in the Office of SIDBI at Mumbai.

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

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

4.23.3. The Agreement shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

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

4.24. Force Majeure

4.24.1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract subsequent to this RfP is the result of an event of Force Majeure.

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

4.24.3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, SIDBI and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem

4.24.4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

4.25. Indemnity

4.25.1. The Bidder/ successful 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:

4.25.1.1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or

4.25.1.2. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or

4.25.1.3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or

4.25.1.4. 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 successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or

4.25.1.5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

4.25.1.6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or

4.25.1.7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or

4.25.1.8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder

4.25.2. 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 infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

4.25.2.1. Notifies the Bidder in writing; and

4.25.2.2. Cooperate with the bidder in the defense and settlement of the claims.

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

4.25.3.1. Software, hardware, interfacing not approved by Bidder; or

4.25.3.2. 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.

4.25.3.3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;

4.25.4. Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

4.26. MSME Status:

Bidders in their proposals are required to indicate their MSME status as per the following definition:

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Upto ₹25 lakh	Up to ₹10 lakh
Small	Upto ₹500 lakh	Upto ₹200 lakh
Medium	Upto ₹1000 lakh	Upto ₹500 lakh

5. Annexures

- 5.1. Bid Forwarding Letter – [Annexure – I.](#)
- 5.2. Pre-qualification/ Minimum Eligibility Criteria – [Annexure – II.](#)
- 5.3. Technical Bid Format – [Annexure – III.](#)
- 5.4. Commercial Bid Format - [Annexure – IV.](#)
- 5.5. Manufacturer’s Authorisation Form - [Annexure – V.](#)
- 5.6. Undertaking of Authenticity – [Annexure – VI.](#)
- 5.7. Power of Attorney – [Annexure – VII.](#)
- 5.8. Format of Performance Bank Guarantee – [Annexure – VIII.](#)
- 5.9. Bank Mandate Form – [Annexure – IX.](#)

Annexure - I

Bid Forwarding Letter / Compliance Certificate
(To be submitted on Vendor's letter head duly signed by authorised signatory)

Date:

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

Dear Sir,

Purchase of Firewall Traversal and Security Solution for Video Conferencing

We, the undersigned, offer to submit our bid in response and accordance with your **tender No. 400/2014/1012/BYO/ITV dated March 7, 2014.**

Having examined the tender document including all annexures carefully, we are hereby submitting our proposal for supply, deliver, implement, integrate, commission, training and maintenance of firewall traversal equipment in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this bid.

We agree to abide by this offer till 180 days from the date of last day for submission of bid.

We accept all the instructions, terms and conditions, scope of work etc, of the subject RfP.

If our offer is accepted, we undertake to provide Technical / Service support for the equipment supplied as per the above referred RFP, during three years warranty as well as AMC period of two years.

We undertake that in competing for and if the award is made to us, in executing the subject contract, we will strictly observe the laws against fraud and in force in India namely "Prevention and Corruption Act 1988".

We understand that the Bank is not bound to accept the lowest or any bid that the Bank may receive.

We shall permit RBI or any other regulatory body / authority to inspect our books and records.

We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Annexure –II

Pre-Qualification / Minimum Eligibility Bid

S.N.	Minimum Eligibility Criteria			Bidder's response
A	General and Financial			
1	Name of the bidder company			
2	Year of establishment			
3	Type of Company <i>[Government/PSU/Pub. Ltd / Pvt. Ltd / partnership / proprietary]</i>			
4	Registration No. and date of registration. Registration Certificate to be enclosed			
5	Address of Registered Office with contact numbers [phone /fax/mail]			
6	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]			
7	PAN No.			
a	Copy of same enclosed (Yes/No)			
8	Sales Tax / VAT / Service tax registration certificate			
a	Copy of certificate enclosed. (Yes / No)			
9	OEM or Authorized Partner or SI of OEM.			
	If authorized partner or SI, MAF from OEM as per format given in Annexure – V enclosed. (Yes /No)			
10	No of Years of experience in supply, installation, configuration and maintenance of Video Conferencing equipment.			
a	Proof of same by way of PO or Project completion Certificate enclosed. (Yes/No).			
11	Contact Details of Bidder's authorized representative to make commitments to SIDBI as per Power of Attorney.			
a	Name			
b	Designation			
c	Mobile No.			
d	Fax No.			
e	Mail Id			
f	Power of Attorney submitted. (Yes/No)			
12	Financials (in lakh)			
	Financial Year	Annual Turnover	Cash Profit	Networth
a	2010 - 2011			
	2011 - 2012			
	2012 - 2013			
b	CA certificate submitted. (Yes / No) Pl. do not attach balance sheets.			
13	MSME Status (as per the definition at section 4.27 of the RfP)			
a	Whether the Company qualifies the status of			

S.N.	Minimum Eligibility Criteria	Bidder's response
	MSME. (Yes / No)	
b	If the Company qualifies MSME Status, whether the company is owned by Scheduled Caste or Scheduled Tribe.	
c	Attach MSME registration certificate or a certificate from Chartered Accountant.	
14	The bidder must have Support Center at Mumbai. (Yes/No)	
a	Address and contact details of support center at Mumbai.	
15	OEM Details and Experience	
a	Name of OEM	
b	Address and contact details of OEM's office in Mumbai.	
c	Contact Details of authorized representative of OEM	
(i)	Name	
(ii)	Designation	
(iii)	Mobile No.	
(iv)	Fax No.	
(v)	Mail Id	
d	OEM Experience	
(i)	No of years in Video Conferencing Industry. Proof of same by way of Certification / Undertaking letter attached. (Yes/No)	
(ii)	Whether firewall traversal and security solution for video conferencing implemented by OEM in at least 3 organizations in India during last three years. <i>Certification / Undertaking letter submitted clearly mentioning the details of clients and the project.</i>	
(iii)	Whether firewall traversal and security solution for video conferencing implemented by OEM in at least one organizations in BFSI / Govt. / PSU sector in India during last three years. <i>Certification / Undertaking letter submitted clearly mentioning the details of clients and the project.</i>	
(iv)	Whether OEM has warehouse in India to provide advance replacement of parts. <i>Details of warehouse to be provided.</i>	

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organization ...

Seal.....

- Note**
- 1. *Documentary proof, sealed and signed by authorized signatory, must be submitted***
 - 2. *Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.***

Annexure –III

Technical Bid

The equipment should support 1080p@30fps, IPv4 and IPv6 from day one. The functionality mentioned below should be enabled from day one.

S.N.	Specification	Minimum Requirement	Vendor Response	Deviations, if any
1	Unit Components	The unit offered must be an secured Appliance-based architecture for easy deployment and high reliability, rack-mountable with built-in, redundant, hot-plug, auto-switching power supplies, easy-to-use, web-based management interface		
2	Product compatibility	Video conferencing endpoints deployed at various BFSI, PSU etc organizations must be able to take part in video conferencing, dial-in and dial-out from the end points & MCU through Internet without making any changes at calling or called party end.		
		The endpoints can be of various makes such as Polycom, Cisco, Radvision, LifeSize or any equipment using open standards. Interoperability with all must be possible using the Internet.		
		The HD endpoints and MCUs installed in Bank should be able to dial out to any OEM MCU and endpoints over Internet and able to accept any dial in call in MCU coming from Internet using the firewall traversal appliance.		
3	Dial plan and call connectivity	The solution should support ability to call to public IP addresses.		
		Should support the ability to dial-out calls to the internet devices using a H323 ID or IP address or E.164 alias or SIP URI		
		Should support the ability to dial-in the calls from internet devices using a H323 ID or IP address or SIP URI		

4	Capacity	Should support at least 10 calls in 1080p30 from day one and must have the scalability to upgrade to 50 calls @ in 1080p30 in the future in the same unit by addition of license.		
		The endpoint in the call can be any OEM make using standard based audio and video compression.		
5	Management	Web-based real-time for network administration		
		Embedded setup wizard		
		Call logging and diagnostics		
		Real-time updates on capacity		
		LDAP/H.350 Directory support		
		XMPP Presence		
6	Security	Transport Layer Security		
		RTP/SRTP Media Relay		
		Secure management with HTTPS		
		Secure appliance-based architecture		
7	Warranty	Onsite Warranty & support for three (03) Years. The warranty should be back to back with OEM and vendor to submit OEM warranty certificate.		
		Advance replacement of hardware.		
		L2 support from OEM.		
		Any patch/firmware upgrades and updates should available during warranty at no extra cost to the Bank.		
		Comprehensive on-site support from vendor.		
8	AMC	AMC support for two (2) years after expiry of Warranty. The vendor should have a back-to-back support from the OEM during AMC.		
		Comprehensive on-site support from vendor.		
		Advance replacement of hardware.		
		L2 support from OEM.		
		Any patch/firmware upgrades and updates should available during AMC at no extra cost to the Bank.		

Date: Signature of Authorised Signatory:
Place: Name of the Authorised Signatory:
Designation :
Name of the Organization:
Seal :

Commercial Bid - cum- Price Break-up Format
(Tender No.400/2014/1012/BYO/ITV Dated March 7, 2014)

1. Cost of New Video Conferencing Equipment

S. N.	Item Description	Qty.	Unit Price in Rupees		Taxes in Rupees		Total, incl. of all taxes [C=A+B]
			Figures	Words	Head	Amount	
			[A]			[B]	
A. Cost of firewall traversal equipment with three years back to back warranty with OEM.							
1	Cost of Firewall Traversal and Security Solution with three years warranty and inclusive of all taxes.	01					
Total -A							
B. Annual Maintenance Contract (AMC) (excluding Service Tax)							
1	AMC charges for FOURTH year	01					
2	AMC charges for FIFTH year	01					
Total -B							
C. TCO for SIX Years {Total -A + Total -B}							

Bidders are requested to note the following:

- All the details must be provided as per format and all the costs must be quoted in INR. The cost should be inclusive of all taxes.
- Octroi amount, if any, shall be reimbursed separately on the production of original receipt in the name of SIDBI. Vendor should claim the octroi reimbursement, if any, at the time of delivery payment.
- L1 would be determined on the basis of the TCO of five years.
- NPV method would be applied for AMC amount.
- AMC amount to be quoted excluding service tax. Service tax would be paid on actuals prevailing in respective year.
- Conditional commercial bids would be rejected.

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...



Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal

Annexure V

Manufacturer Authorisation Format
(To be submitted on OEM's letter head)

Ref:
To
The Deputy General Manager [Systems]
Small Industries Development Bank of India
MSME Development Center, 3rd Floor
Information Services Department
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Date:

Dear Sir,

Sub: Manufacturer Authorisation for
Tender No. 400/2014/1012/BYO/ITV dated March 7, 2014

We **<OEM Name>** having our registered office at **<OEM 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 hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for a period of 5 years from the date of acceptance.

We also confirm that we will ensure all product upgrades (including software upgrades and new product feature releases) are provided by **M/s**for all the products quoted for and supplied to the bank during the three year product warranty period and three years AMC period, if contracted.

<OEM Name>

<Authorised Signatory>

Name:

Designation:

Note: This letter of authority should be on the letterhead of the OEM 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.

Annexure - VI

Undertaking of Authenticity

[to be signed by authority not lower than the Company Secretary of the Vendor]

Ref:

Date:

To

The Deputy General Manager [Systems]
Small Industries Development Bank of India
MSME Development Center, 3rd Floor
Information Services Department
Plot No.C-11, G Block
Bandra Kurla Complex
Bandra [East]
Mumbai 400 051

Dear Sir,

**Sub: Undertaking of Authenticity for
Tender No. 400/2014/1012/BYO/ITV dated March 7, 2014**

With reference to the video conferencing equipment quoted to you vide our quotation No.: _____ dated _____ in response to your **tender no. 400/2014/1012/BYO/ITV dated March 7, 2014**, we hereby undertake that all the components / parts / assembly / software used in high definition video conferencing equipments/other hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand 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.

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 supplier's 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 same, if already supplied and return the money if any paid to us by you in this regard.

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

Authorised Signatory

Name

Designation

Place

Date

Annexure –VII

Power of Attorney
(To be executed on non-judicial stamp paper)

BY THIS POWER OF ATTORNEY executed on _____, 2014, 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 ‘Request for proposal **No. 400/2014/1012/BYO/ITV dated March 7, 2014** for purchase of Video Conferencing Equipment and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTTH 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

Annexure -VIII

Performance Guarantee Format

(Sample Format)

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at 3rd Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the Corporation) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the Corporation for providing services for SIDBI's 'Project Details' hereinafter called "the said Agreement").

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

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

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.

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.

The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from _____, i.e. on or before _____, all your rights

will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

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

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

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

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

In witness where of we have set and subscribed our hand and seal thisday of2014. .

SIGNED, SEALED AND DELIVERED.

BY
AT

IN THE PRESENCE OF

WITNESS

:

1) Name
Signature.....
Designation.....

2) Name
Signature.....
Designation.....

Annexure – IX

BANK MANDATE FORM
(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier:

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier:

City _____ Pin Code _____

E-mail id: _____ Phone No.. With STD ode: _____

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					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 the Authorized Official from the Bank)

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

1, 2: Note on IFSC / MICR

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